

AMENDED



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

Tuesday, October 21, 2025
5:00 PM - Work Session/Briefing
7:00 PM - Regular Session

or immediately following the 5:00 PM Work Session/Briefing

The Duncanville City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-780-5017 or email city.secretary@duncanvilletx.gov at least three (3) business days prior to the scheduled meeting to request accommodation.

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

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

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

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

To view the live meeting or previous meetings click on the link below.

<https://duncanvilletx.new.swagit.com/views/454/>

To speak during public comments, please complete a comment card and give it to the receptionist before the regular session.

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

- Submit a comment by 4:00 PM on Tuesday, October 21, 2025.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, October 21, 2025.
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

- 1. DISCUSS AGENDA ITEMS**
- 2. CITY COUNCIL CALENDAR**
- 3. BRIEFINGS / PRESENTATIONS**
 - A. Briefing on Proposed Changes to Boards and Commissions Ordinance
 - B. Planning and Zoning Commission Annual Report Presentation

EXECUTIVE SESSION

- A. City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Daniieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 5:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

INVOCATION – Reverend Rachel McConnell with First Presbyterian Church Duncanville

PLEDGES – PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

4. REPORTS

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

5. PROCLAMATIONS AND PRESENTATIONS

6. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes. "Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law" At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

7. 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 September 2nd and 16th, 2025, City Council Meetings and the September 9th, 23rd, and 30th Special Meetings.
- B. Consider appointments to fill vacancies on Boards and Commissions
- C. Consider the regular City Council Meeting dates for 2026.
- D. Consider a Resolution Denying Oncor Electric's Requested Rate Change

- E. Consider an Ordinance amending the Code of Ordinances by amending Chapter 5, "Buildings and General Building Regulations," Article II, "Building Code," Division 2, "International Building Code," by repealing Division 2, "International Building Code," in its entirety, including amendments thereto; and replacing the 2015 Edition of the International Building Code with a new Division 2, "International Building Code," to adopt the provisions of the International Building Code (IBC), 2021 Edition, as the City of Duncanville International Building Code along with the International Residential Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, International Existing Building Code, International Fire Code, the 2023 National Electrical Code (NEC), and the amendments thereto.
- F. Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Bureau Veritas North America, Inc. for third-party inspection services through Choice Partners Contract 24/053TC-01 for a one-year term with a renewal option for three additional one-year terms in a contract amount not to exceed \$55,000.00.
- G. Consider a Resolution approving the terms and conditions of the Interlocal Agreement between the North Central Texas Council of Governments and the City of Duncanville for implementation of the Work Zone Data Exchange Program.
- H. Consider a Resolution approving the terms and conditions of the NueGov Transportation as a Service Agreement between NavJoy, Inc. and the City of Duncanville to implement the NueGOV platform as part of the Work Zone Data Exchange Program in an amount not to exceed \$219,140.00.
- I. Consider a Resolution authorizing a two-year renewal lease agreement by and between the City of Duncanville and the leasing company for undercover uses in the estimated total expenditure amount of \$95,400.00.
- J. Consider a Resolution authorizing the execution of a Title III Federal Service Agreement with the Dallas Area Agency on Aging for the time period of October 1, 2025 through September 30, 2026.
- K. Consider a Resolution approving a grant agreement between the Duncanville Community and Economic Development Corporation and the City of Duncanville in the amount of \$359,429 as funding for increased policing activities and equipment in commercially zoned areas of the city as part of the FY 2025-2026 Budget adopted by the City Council on September 16, 2025.
- L. Consider a Resolution approving a grant agreement between the Duncanville Community and Economic Development Corporation and the City of Duncanville in the amount of \$349,582 providing funding to assist the Parks and Recreation Department for seasonal landscaping and maintenance along key corridors of the city as part of the FY 2025-2026 Budget adopted by the City Council on September 16, 2025.

- M. Consider a Resolution Approving an Administrative Services Agreement Between the City of Duncanville and the Duncanville Community and Economic Development Corporation (DCEDC) in the amount of \$242,000 as Provided Under Section 8 (Contracts for Service) of the DCEDC Bylaws.

8. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Take any necessary action as a result of the Executive Session.
- B. Consider casting a ballot for the Region 13 Director for the Texas Municipal League.
- C. Consider a Resolution approving a Hotel Occupancy Tax Fund Grant for the 2026 Fiscal Year budget in an amount not to exceed \$115,000 to Hoopfest Basketball, LLC.
- D. Consider a Resolution Approving an Economic Development Agreement between the Duncanville Community and Economic Development Corporation (DCEDC) and Tracy Shook, for the development and expansion of Kim and Jenny's Cafe, located at 586 E. Wheatland Road, Duncanville, TX, 75516, in the amount of \$135,000, categorizing this project as a business expansion and retention incentive.
- E. Consider a Resolution acknowledging receipt of documentation and commitment from KKMD Investments, LLC pursuant to the Purchase and Sale Agreement for 720 E. IH20.
- F. Consider a resolution approving an incentive agreement by the Duncanville Community & Economic Development Corporation (DCEDC) with Redbird Skateland Inc in an amount not to exceed \$6,871.50 for a pavement grant at 1206 Duncanville Road, Duncanville, Texas 75116.
- G. Conduct a public hearing (Case# ZONE-2025-00008) for consideration and action regarding the request of Elizabeth Arcos, applicant, for a Specific Use Permit (SUP) to allow for the operation of Animal Services, No Outside Pens, on real property located at 202 W. Center Street, legally described as Original Town Duncanville, Block 8 & Part Block 7 ACS 3.347 to the City of Duncanville, Dallas County, Texas.
- H. Conduct a public hearing (Case# ZONE-2025-00010) for consideration and action regarding the request of Brianna Baugh (applicant) and Martha Fermin (owner), for a Zoning Change from Neighborhood Office/Retail (NOR) to Downtown District Urban Living (DD-UL) to allow for construction of a duplex, legally described as Block 1, Part of Lot 15 of Original Town Duncanville, on real property located at 314 N. Hastings Street, City of Duncanville, Dallas County, Texas.
- I. Conduct a public hearing (Case# ZONE-2025-00015) for consideration and action regarding the request of Alma M. Cartwright, the applicant and owner. The applicant and owner are requesting approval of a rezone from Planned Development (PD) to Duplex Residential District (TF-7). The subject property, located on a 1.68 acre tract of land situated in the

A.M.G. Merrill Survey, Abstract No. 884, being part of a tract of land conveyed to the City of Duncanville, more commonly known as 400 E. Center, City of Duncanville, Dallas County, Texas.

- J. Conduct a public hearing (Case# ZONE-2025-00016) for consideration and action regarding the request of by Omar Martinez, applicant, for a Specific Use Permit (SUP) to allow for the use of an auto dealership, used only, legally described as Block 2, Lot 9 of Woodhaven Addition, on real property located at 510 E. Red Bird Lane, City of Duncanville, Dallas County, Texas.

9. STAFF AND BOARD REPORTS

- A. Fire Department Quarterly Report
- B. Police Department Quarterly Report

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Wednesday, October 15, 2025, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor
City Secretary

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

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



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Briefing on Proposed Changes to Boards and Commissions Ordinance

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Mark Rauscher

BACKGROUND/HISTORY:

The City of Duncanville has benefited from the active participation of its residents through a variety of boards and commissions that provide valuable input on policy, operations, and community engagement. These bodies have long played an important role in promoting civic involvement and supporting City governance.

However, over time, the structure and function of several boards and commissions have presented challenges related to operational efficiency, consistent member engagement, and adherence to governance standards. In response, staff conducted a comprehensive review and identified opportunities to improve coordination, reduce redundancy among similar boards, and ensure that all boards and commissions are well-supported and operating effectively.

In recent years, several boards have experienced recurring difficulties achieving quorum, inconsistent meeting practices, and gaps in communication between staff, board members, and the public. These challenges have impacted the ability of some boards to meet regularly and fulfill their advisory roles.

The proposed changes to the Boards and Commissions Ordinance are designed to

address these issues and support the City's ongoing efforts to improve efficiency, strengthen governance, and enhance community engagement.

POLICY EXPLANATION:

In response to the challenges identified through recent operational reviews, staff conducted an evaluation of the City's boards and commissions to identify opportunities for improved efficiency, member engagement, and overall governance. The proposed ordinance amendments are the result of this assessment, along with input from staff liaisons, department heads, and city management.

These amendments are designed to modernize the structure and operations of the City's boards and commissions while reinforcing their essential role in supporting civic engagement and informed decision-making.

Key drivers behind the proposed changes include:

- Merging boards with overlapping functions to streamline responsibilities, eliminate redundancy, and improve the use of staff and volunteer time.
- Adding alternate members to selected boards to increase flexibility and ensure that quorum requirements can be more reliably met.
- Enhancing staff support and training, with an emphasis on best practices for agenda posting, meeting facilitation, and communication with board members.
- Establishing a Board Cancellation Communication Policy to ensure timely and consistent notification to members and the public when a meeting must be canceled due to lack of quorum or other unforeseen circumstances.

These changes aim to reinforce accountability, improve operational consistency across all boards and commissions, and foster a more effective environment for public participation.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

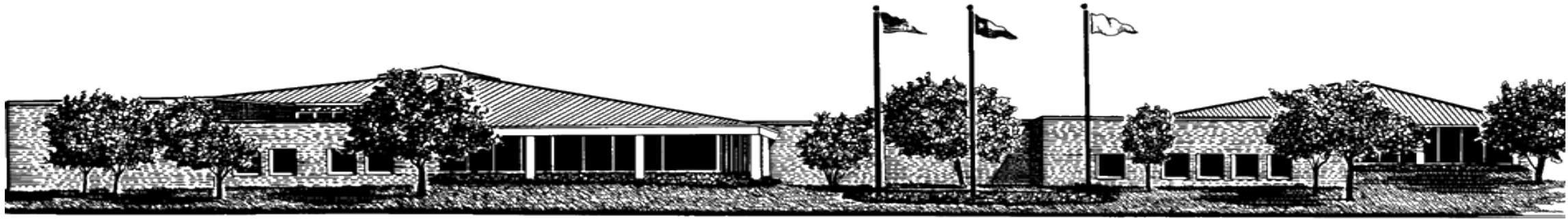
ACTION ALTERNATIVES:

1. Approve.

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

ATTACHMENTS:

Proposed Changes to Boards and Commissions Ordinance



PROPOSED CHANGES TO BOARDS AND COMMISSIONS ORDINANCE

OCTOBER 21, 2025

MARK RAUSCHER, ASSISTANT CITY MANAGER-COMMUNITY

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

BOARD & COMMISSION CHANGES

- Goal: Improve efficiency, engagement, and governance
- Key areas of change:
 - Merging similar boards
 - Adding alternates for flexibility
 - Improving staff support and training

PROPOSED MERGERS AND MEMBER ADJUSTMENTS

- Sign Control Board → Merge into Zoning Board of Adjustment
 - Streamlines overlapping functions
 - Better ensures regular quorum
 - Proposed Sign Control Board members could be assigned to other committees or tasked as a subcommittee to the ZBA to assist with review of the new Zoning Code rewrite and/or Sign Ordinance.
- Multicultural Commission → Merge into either Community Engagement or Arts Commission for better synergy and quorum
- Planning & Zoning Commission:
 - Add 2 alternate members for quorum predictability

STRENGTHENING SUPPORT AND PROCEDURES

- Board Cancellation Communication Policy established
 - Ensures timely notification when meetings can't proceed
- Planned Initiatives include training for staff liaisons
 - Running effective meetings
 - Posting agendas correctly
 - Communicating with members

PATH FORWARD

- Ordinance to formalize changes will be presented to City Council in November
 - Immediate implementation of board changes
 - Rollout of liaison training sessions
 - Update city website and public-facing materials
 - Emphasis on transparency, efficiency, and better service to the community

Thank you
Any questions?





PLANNING AND ZONING DEPARTMENT QUARTERLY UPDATE

OCTOBER 13, 2025

DR. LASHEYLA JONES, ASSISTANT DIRECTOR OF PLANNING AND ZONING

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to democratic principles and service above self



DEVELOPMENT PROJECTS

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Murphy USA – 615 S. Cockrell Hill Road

- Planning & Zoning Commission Public Hearing: June 9, 2025
- Planning & Zoning Commission Vote June 9, 2025:
Motion to approved failed; 4-2
- City Council Public Hearing: July 15, 2025

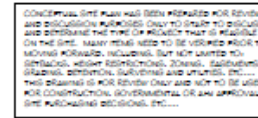


Life School

- Planning & Zoning Commission Public Hearings: May 12th & June 9th
- Planning & Zoning Commission Vote: 5-1 Denial
- City Council Public Hearing: July 15, 2025



City of Duncanville



730 E. IH 20 – Toyota Property

- Staff provided the developer with available plans and environmental reports for the property.
- Marriott has approved the site.
- Developer has hired design professionals to create plans for the site, and anticipates having preliminary drawings within 6-8 weeks.
- There is the possibility of another hotel and a restaurant



PLAT/REPLAT PROJECTS

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Replat Approval – Planning & Zoning Commission July 14, 2025

No building permits have been applied for as of October 2025





COMPREHENSIVE PLAN ADOPTION

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Comprehensive Plan Engagement & Adoption Timeline

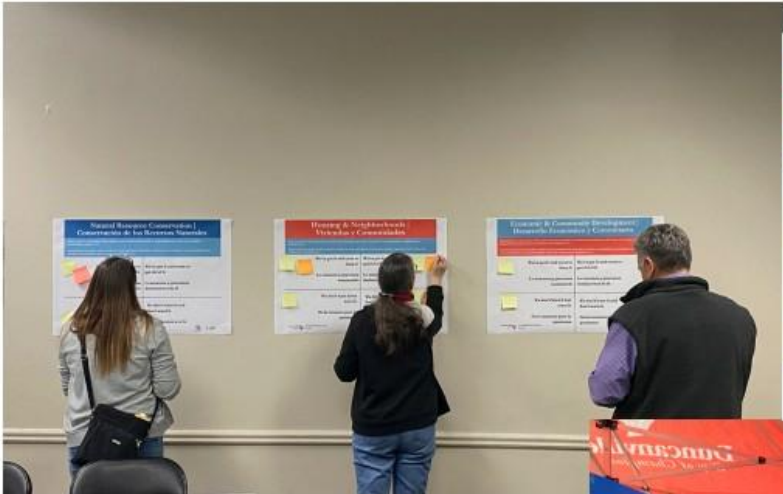
Joint Public Hearing (Planning & Zoning and City Council)
July 22, 2025

DCEDC Recommended Approval
August 25, 2025

Planning & Zoning (First Hearing)
August 11, 2025

Planning & Zoning (Second Hearing)
September 8, 2025

Adopted on September 30, 2025
City Council Special Meeting



Top Left: 1st Public Forum
Top Right: Community Survey Flyer
Bottom Right: Bloomfest Pop-Up



» Future Land Use Character Areas

Gateway Corridor

The Gateway Corridor character area intends to allow for a diversity of commercial, industrial, office, civic, and residential uses to foster vibrant districts along major gateways and transportation corridors in the City. Target areas for this character area include Highway 67, Highway 20, South Cedar Ridge Drive, East and West Wheatland Road, South and North Main Street, East and West Danieldale Road, and South Cockrell Hill Road. Development in this character area should seek to optimize underutilized land through strategic infill that cultivates a mix of commercial uses with nearby residential housing. This type of development seeks to activate the City's existing commercial space and add a greater diversity of residential housing offerings to meet current and future housing needs. Ensuring pedestrian and multimodal connectivity to the downtown and other surrounding neighborhoods should be prioritized and encouraged.



Modern Office Building - Austin, TX



Mixed-Use Building - Charleston, SC

Downtown District

Land uses within this character area provide for a diversity of commercial, retail, office, civic, and residential uses to foster a vibrant downtown atmosphere in Duncanville. The Downtown District is anchored by an Arts and Culture District, consisting generally of Armstrong Park and surrounding areas. There should be a variety of medium- and higher-density residential offerings mixed with local businesses and community anchor institutions. Land uses in this area should focus on creating a thriving downtown district that prioritizes walkability and compact design. Future development should focus on infill and adaptive reuse of vacant and underutilized space.



Pedestrian Activity in Downtown

» Planning Principles



Livable Neighborhoods

» Goals

- Goal 1 - Provide a diversity of quality and affordable housing opportunities to support residents of all life stages.
- Goal 2 - Maintain and repair existing housing stock to support neighborhood and community vitality.
- Goal 3 - Promote changes in zoning that allow for compact building design and creative infill development to support gentle density and missing middle housing and reduce sprawl.
- Goal 4 - Preserve and enhance community character through proactive code enforcement and community design standards.
- Goal 5 - Ensure neighborhood street and road networks encourage multimodal transportation connectivity and enable residents to easily access community resources.





PERMITTING & INSPECTIONS

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Total Inspections & Permits Breakdown

Approved Plans - 29

Passed Inspections - 617

Re-inspection required (with fee) - 38

Certificate of Occupancy (CO) Inspections - 32

Fees Paid - 23

Fees Due - 45

Permits Issued and Completed - 512





PLANNING & ZONING

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Planning Application Recap (10/1/2024-9/30/2025)

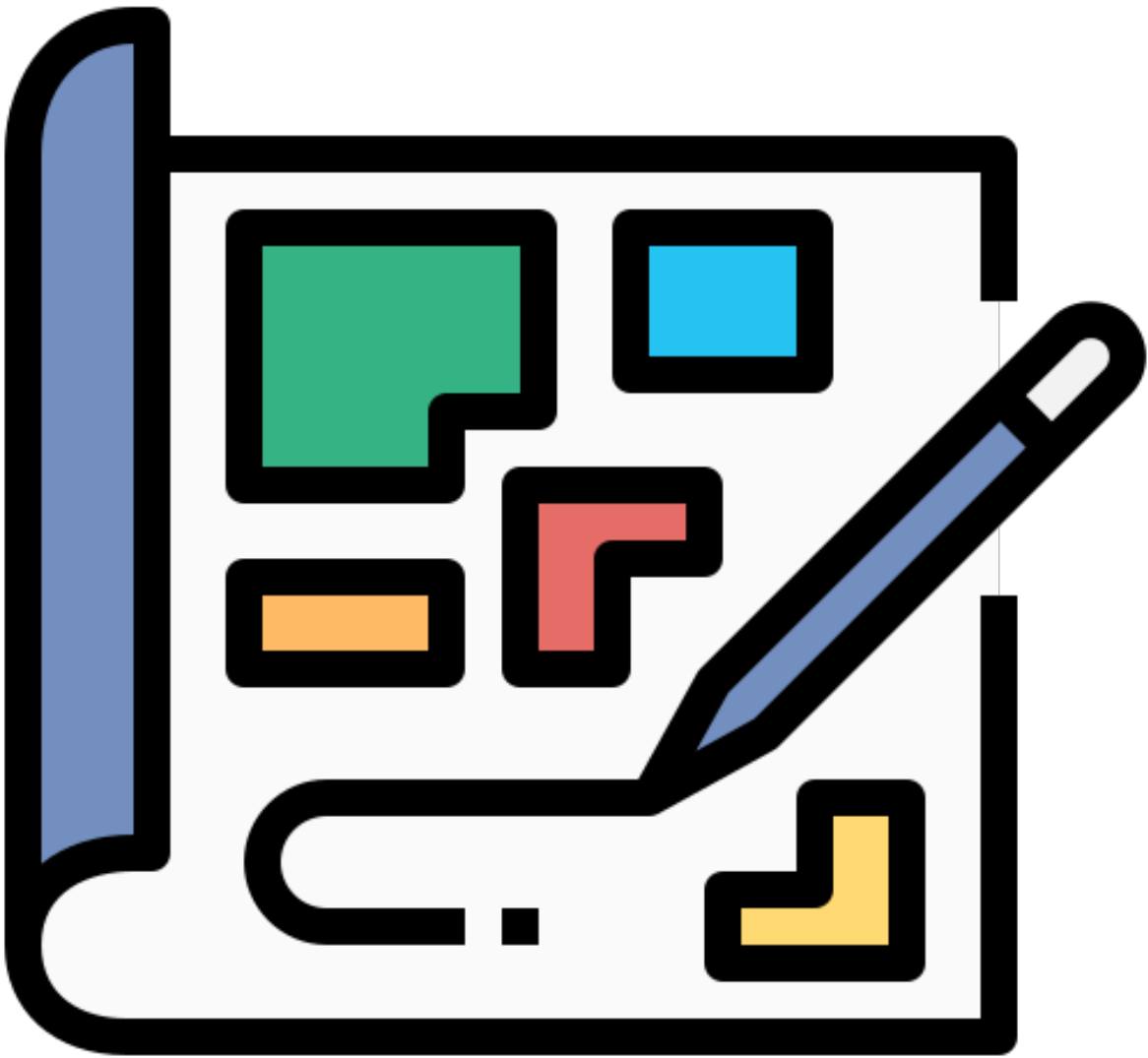
**Total revenue from
Planning applications = \$14, 255**

Plat applications
7 (\$3,500)

Specific Use Permits (SUP)
applications
7 (\$8,050)

Rezoning/Zoning Change
applications
2 (\$1,175)

Zoning Board of Adjustments
applications
3 (\$1,530)





PLANNING & ZONING COMMISSION

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to democratic principles and service above self

Planning and Zoning Commission

Additional sessions added: Briefings for additional training

Planning and Zoning Commission Agenda 2024

October 14, 2024 - no action items scheduled

December 9, 2024

Plat/Replat - 1

- 914 and 918 E. Highway 67 - replat

December 30, 2024

Plat/Replat - 3

- 223 and 301 W. Camp Wisdom. - replat

Planned Development (PD)/Zoning Change - 1

- Case #2024-19 402 E. Wheatland Rd. - Wheatland Plaza Shopping Center



Planning and Zoning Commission Agenda 2025

January 13, 2025

Plat/Replat - 1

- 1700 Cedar Hill Rd. - replat

Specific Use Permit (SUP) - 1

- Case #2025-01 900 W. Camp Wisdom Rd. - allow for use of a primary/secondary school

February 10, 2025

Plat/Replat - 1

- 1318 and 1322 Lodema Ln. - replat

March 10, 2025

Planned Development (PD)/Zoning Change - 1

- 914 and 918 E. Highway 67

March 31, 2025

Planned Development (PD)/Zoning Change - 1

- 914 and 918 E. Highway 67

Planning and Zoning Commission Agenda 2025

April 2025 - No meeting

May 12, 2025

Planned Development (PD)/Zoning Change - 1

- 1000 E. Danieldale Rd. - Life School (zoning change from SF-13 to PD for an Educational Facility)

June 9, 2025

Specific Use Permit (SUP) - 4

- Case #2025-00003 710 Valley Hill Rd. - Short Term Rental
- Case #2025-00004 615 S. Cockrell Hill Rd. - Fuel Pumps, accessory
- Case #2025-00005 508 E. Red Bird Ln. - Auto repair and services, major
- Case #2025-00007 209 N. Royal Oak Dr. - Short Term Rental

Planned Development (PD)/Zoning Change - 1

- Case #2024-00013 1600 S. Cockrell Hill Rd. - Life School (zoning change from SF-13 to PD for an Educational Facility)

Planning and Zoning Commission – Agendas

July 14, 2025

Plat/Replat - 1

- 914 and 918 E. Highway 67

Specific Use Permit (SUP) - 4

- Case #2025-00008 202 W. Center St. - Dog Grooming
- Case #2025-00011 206 Woodhaven Blvd. - Auto Dealership
- Case #2024-00012 510 E. Red Bird Ln. - Auto Dealership, Used
- Case #2024-00013 1115 Lehigh Lane - Short Term Rental

August 11, 2025

Plat/Replat - 3

- 718 Cavan Rd. - replat
- 214 E. Red Bird Ln. - replat
- 623 Jellison Blvd. & 627 Jungle Rd. - replat

Planning and Zoning Commission – Agendas

August 11, 2025 continued

Specific Use Permits (SUP) - 2

- Case #2025-00008 202 W. Center St. - Dog Grooming
- Case #2024-00012 510 E. Red Bird Ln. - Auto Dealership, Used

Rezoning/Zoning Change - 3

- Case #2025-00009 810 Wheatland Rd.
- Case #2025-00010 314 N. Hastings St.
- Case #2025-00015 400 E. Center St.

September 8, 2025

Specific Use Permit (SUP) - 1

- Case #2025-00008 202 W. Center St. - Dog Grooming
- Case #2025-00017 250 W. Highway 67 (removed from agenda by applicant)

Rezoning/Zoning Change - 1

- Case #2025-00015 400 E. Center St.

Zoning Board of Adjustment – Agendas

October 3, 2024 - 4

- ZBA-09 10 Fairway Dr. - reduce minimum lot width
- ZBA-10 706 Palm Avenue - permit existing accessory structure that exceeds the maximum allowable square footage and maximum allowed height
- ZBA-11 1427 Oriole Blvd. - permit existing patio and concrete slab to encroach into the build line
- ZBA-12 627 Michaels Dr. - reduce minimum lot width on two (2) separate lots.

October 29, 2024 - Canceled

November 11, 2024 - 3

- ZBA-09 10 Fairway Dr. - reduce minimum lot width
- ZBA-11 1427 Oriole Blvd. - permit existing patio and concrete slab to encroach into the build line
- ZBA-12 627 Michaels Dr. - reduce minimum lot width on two (2) separate lots.

June 5, 2025 - 1

- ZBA-13 1193 Explorer St. - reduce minimum rear yard setback

THANK YOU

Any questions? Discussion.



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Daniieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

Vision Statement:

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

Pillar:

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Daniieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

POLICY EXPLANATION:

City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Daniieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

Purchase Amount

After Encumber

N/A

N/A

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

None

**Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, September 2, 2025**

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, September 2, 2025, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

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

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

The Briefing Session was adjourned at 7:05 p.m.

A. *Receive a briefing from the Police Department to utilize Federal Asset Forfeiture Fund Sharing for the purchase of seventy-eight (78) firearms and related accessories to include handgun, red dot optic, weapon mounted light, and holsters in an amount not to exceed \$80,000.00.*

Presented by Assistant Police Chief Adrian Tijerina.

B. *Receive a briefing on renewing a 5-year contract with Axon, Inc. to provide comprehensive public safety technology for the police department with a total 5-year contract not to exceed \$1,400,000.*

Presented by Assistant Police Chief Ron Wilcots.

C. *Receive a briefing on the Cart Pilot Program with Republic Services.*

Presented by Republic Services. The cart program was from April through June 2025.

D. *Receive a briefing on the Solid Waste and Recycling Program contract and recommended next steps*

Presented by Interim City Manager Richard Abernethy.

E. *Receive an update on proposed ordinance changes related to auto repair shops.*

Presented by Assistant City Manager - Community Services Mark Rauscher, Neighborhood Services Superintendent Victor Pizarro, and Assistant Planning Director LaSheyla Jones.

EXECUTIVE SESSION

No Executive Sessions were held.

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

The City Council convened into Regular Session in the Council Chambers at 7:14 p.m. with Mayor Contreras presiding.

Pastor Jorge Guerrero of Crossroads of Life Assembly of God delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. Mayor's Report.

Mayor Contreras reported on the city accepting the resignation of former City Manager Finch at the August 28th special meeting and extending the employment of Interim City Manager Richard Abernethy.

B. Councilmembers' Reports

Councilmember McBurnett gave an update on events happening in the city. Mayor Pro Tem Gooden invited all to attend the Rhythm of Heart Beat dance experience at Armstrong Park. She requested that the city post the trash collection schedule for holidays. Councilmember Veracruz reported that the Methodist Church is hosting Victor Guzman. He also reported on the 911 stair climb in Dallas, chaired by Emergency Management Coordinator Lauren Sanchez.

C. City Manager's Report.

Interim City Manager Abernethy reported on the upcoming one-day conference for Hispanic Heritage Month at the Hilton Garden Inn. He also reported that employee spirit week is next week and stated he will be coordinating with Republic on trash pickup on holidays.

2. PROCLAMATIONS AND PRESENTATIONS

A. Presentation of the Keep Duncanville Beautiful Fall 2025 Business Beautification Award Plaque and Proclamation to Childcare Network located at 703 S. Cedar Ridge Dr., Duncanville, TX 75137.

Presented by Assistant Parks and Recreation Director Tyler Agee.

B. Recognition of Keep Duncanville Beautiful Fall 2025 Curb Appeal Residential Properties

Presented by Tyler Agee.

C. Receive the Fiscal Year 2024-25 Second and Third Quarter Investment Report as of June 30, 2025.

Managing Director of Fiscal Services Richard Jackson introduced Adam Rilingberg from Valley View Consulting, who presented this item. Mr. Jackson clarified that is report will be for the 2nd and 3rd quarters.

3. CITIZENS' INPUT

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

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

To view the live meeting or previous meetings click on the link below.

<https://duncanvilletx.new.swagit.com/views/454/>

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

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

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

Wesley Jamison 1214 Lady Ln. - trash pickup
Patricia Ebert 115 S. Greenstone - budget deficit
David Bean 1202 Landale Dr - park lighting
John Higdon 6301 S. I-45 Wilmer - trash services
Erika Browning 442 E. Cherry St. - Life School (email)
Genesis Gutierrez 1119 Lady Ln - trash services (email)
Izaiah Salazar 1114 Lady Ln. - trash bins (email)
Jesus Alvarado - Harrington Park (email)

4. CONSENT AGENDA

- A. *Consider the Minutes for the July 22, 2025, Comprehensive Plan Meeting, the July 29, 2025, and August 12, 2025 Budget Workshops, the August 4, 2025 Regular Meeting, and the August 14, 2025, Special Called Meeting.***
- B. *Consider a resolution approving the implementation of a Stay to Play Tournament Lodging Policy to promote overnight tourism, increase hotel occupancy, and support local economic development through sports-related events; providing an effective date; authorizing necessary actions to administer the program.***

TABLED

- C. *Consider a resolution of the City Council of the City of Duncanville, Texas, approving a negotiated settlement between Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable rate making expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel.***

RES 2025-534

- D. *Consider an Ordinance amending the FY 2024-2025 budget by authorizing a transfer to the One-Time Project fund and the appropriation of a one-time expenditure for a facility needs assessment in an amount not to exceed \$60,000.***

ORD 2547

- E. *Consider a Resolution authorizing the procurement of wireless and data services from AT&T Enterprises, LLC through the Texas Department of Information Resources (DIR) contract #DIR-TELE-CTSA-002 in the estimated amount of \$375,000 over the next five years.***

RES 2025-532

- F. *Consider a Resolution approving the Interlocal Agreement between the City of Duncanville and Dallas County for five (5) one-year terms beginning in Fiscal Year 2026, to provide Highway Accident Investigation Services, in an amount not to exceed \$335,500.00.***

RES 2025-525

- G. *Consider a Resolution approving the renewal of an interlocal agreement between the City of Duncanville and Dallas County Hospital District d/b/a Parkland Health & Hospital System, to provide BioTel/EMS System services, in the amount of \$72,131.77, for a two-year term.***

RES 2025-526

Councilmember Don McBurnett made a motion to approve the consent agenda with item 4B being tabled, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 7 for, 0 against.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. *Take any necessary action as a result of the Executive Session.***
No executive session.

- B. *Consider a Resolution to enter into a Joint Election Agreement and Election Services contract between Dallas County and other jurisdictions holding an election on November 4, 2025, 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.***

Presented by City Secretary Chiquita Taylor. Mr. Abernethy reported that the election costs have increased due to only seven entities participating. We have the funds to cover the cost of \$92,226.14. Attorney Hager gave background on the charter election and its amendments. Councilmember Pennebaker asked about the issues of having the election in May 2026. Attorney Hager stated the amendments would not take place until after the election, which could be problematic.

RES 2025-527

Councilmember Don McBurnett made a motion to table the item, Councilmember Jeremy Koontz seconded the motion. The vote was cast 0 for, 0 against.

Motion withdrawn.

Councilmember Jeremy Koontz made a motion to approve the item as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 4 for, 2 against (Councilmember Don McBurnett and Councilmember Jeremy Koontz).

- C. *Consider a resolution authorizing a Hotel Occupancy Tax Grant for the 2026 Fiscal Year budget in an amount not to exceed \$32,000 to the Duncanville Community Theatre.***

Presented by Assistant Director of Economic Development Marlon Goff. Representing the applicant was Amy Jackson. Councilmember Koontz asked Ms. Jackson to give some history on the Duncanville Community Theatre. He pointed out that the funding request has not increased in a number of years.

RES 2025-518

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

- D. *Conduct a Public Hearing on the FY 2025-26 Proposed Budget.***
Presented by Budget Administrator Jennifer Otey.

Mayor Contreras opened the public hearing at 8:39 p.m.

Spoke in support:
Patricia Ebert 112 S. Greenstone

Spoke in opposition:
None

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

Mayor Contreras closed the public hearing at 8:45 p.m.

Mayor Pro Tem Gooden requested that we defer some of the future planning to allow us to have funds to implement some of the plans we have already received. She then asked about the library contract and us incurring costs for Library materials. Ms. Otey stated the contract did not include materials, as the city would own the materials in the library. Ms. Gooden then asked about the impact on the budget of the proposed legislation to limit tax increases to one percent. Ms. Otey stated we are monitoring the legislation and taking into account its impact on the budget. Councilmember Koontz asked about the funds for park capital improvement projects and improvements. Ms. Otey stated we do not have a regular funding stream for Parks projects. The funds are from the 2018 Bond and are used for the Harrington Park improvements.

- E. *Conduct a Public Hearing for consideration and action regarding the request of Noemia Lara, the applicant and owner. The applicant is requesting approval of a Specific Use Permit "SUP" to allow for the use of Auto Repair and Services, Major. The property is located at Woodhaven Replat, Blk 2, Lot 8B, ACS 0.704, more commonly known as 508 East Red Bird Lane, City of Duncanville, Dallas County, Texas.***
Presented by Assistant City Manager Mark Rauscher.

Mayor Contreras opened the public hearing at 9:02 p.m.
Spoke in support:
None

Spoke in opposition:
Susana Juarez 423 Woodhaven Blvd.

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

Mayor Contreras closed the public hearing at 9:10 p.m.

Councilmember Koontz asked if the owner would lease the garage space. Mr. Rauscher stated that the owner has people who will lease the spaces. He has concerns about the owners not monitoring the property and allowing the cars to stack up on the property. Councilmember McBurnett asked if the owner had been notified of the requirements in the SUP. Mr. Rauscher stated the owner had been notified of the screening and other property requirements. Councilmember Pennebaker stated his concerns about the cars being stacked in the area. Mayor Contreras stated concerns about the potential for noise and the overrun of vehicles in the area. Councilmember Cherry-Brown and Mayor Pro Tem Gooden have environmental concerns and the regulations of the Texas Commission on Environmental Quality.

Councilmember Jeremy Koontz made a motion to approve the item as stated, Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 2 for, 5 against (Mayor Pro Tem DeMonica Gooden, Councilmember Joe Veracruz, Councilmember Jeremy Koontz, Mayor Greg Contreras, and Councilmember Kyle Pennebaker).

FAILED

6. STAFF AND BOARD REPORTS

- A. *Receive a briefing from the Police Department summarizing metrics from the Merribrook Park neighborhood initiative.***
Presented by Police Lieutenant Robert Byrd and Neighborhood Services Manager Victor Pizarro.

- B. *Best Southwest Hispanic Heritage Fest – Event Overview & Community Impact***
Presented by Special Events Coordinator Devon Handley.

- C. *City Council is to receive the Public Works Quarterly Report.***
Presented by Public Works Director Matt Bryant and Assistant Public Works Director Shahad Mohammad.

ADJOURNMENT

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

ATTEST:

CITY SECRETARY

**Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, September 16, 2025**

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, September 16, 2025, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

- 1. **DISCUSS AGENDA ITEMS**
Mayor Contreras read the item into the record, and Interim City Manager Abernethy reviewed each item.
- 2. **CITY COUNCIL CALENDAR**
- 3. **BRIEFINGS / PRESENTATIONS**
Briefing Session was adjourned at 7:06 p.m.

In the interest of time, Mayor Contreras moved the executive session to after the regular session.

- A. ***Briefing on the Stay to Play Tournament Lodging Policy to promote overnight tourism, increase hotel occupancy, and support local economic development through sports-related events.***
Presented by Project Manager Angel Deal.
- B. ***Briefing on MGO (MyGovernmentOnline) software, discuss the information, and provide direction if necessary.***
Presented by Assistant Public Works Director Shahad Mohammad and Ryan Hutchinson with MGO.
- C. ***Briefing and update on the MyGOV data migration with a recap of how we arrived at our current state.***
Presented by Information Technology Director Clayton Ganzer.

EXECUTIVE SESSION

The Executive Session was called into session at 8:13 p.m. and Mayor Contreras read the item into the record.

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

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

concerning threatened litigation and pending claim in Burdin Mediation Matter 63330.

3. *City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Daniel Dale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.*

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

The City Council convened into Regular Session in the Council Chambers at 7:15 p.m. with Mayor Contreras presiding.

Dr. Hugo Gallegos with First Baptist Church Duncanville delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. *Mayor's Report.*

Mayor Contreras commended the Chamber and staff on the Night of Remembrance held on September 11th, coordinated by the Chamber.

B. *Councilmembers' Reports*

Councilmember McBurnett reviewed upcoming and past events in the city. He also reported that Anita Davis with the Outreach Ministries passed. Mayor Pro Tem Gooden wished everyone a Happy Hispanic Heritage Month and reported on the upcoming Hispanic Heritage events on Friday and Saturday. Councilmember Koontz reported that the Friends of the Library had their Annual Book Sale this past month and raised over \$3000. The Drainage Master Plan survey is online, and he encouraged all residents to participate. He then thanked the Fire Department and Chief Conneally for the ride-along he was allowed to participate in this past week.

C. *City Manager's Report.*

Interim City Manager Abernethy reported on Spirit Week last week at the city. He thanked the council for their input on the Comprehensive Plan at the Workshop. The adoption will be at a special meeting on September 30th. He also reported on a donation for the Ladd Preserve from Mr. Bob Ladd.

2. PROCLAMATIONS AND PRESENTATIONS

A. *Presentation of the Sister City Proclamation.*

Read by Mayor Contreras with three former Mayors Barry Gordon, David Green, and Glenn Repp, in attendance.

3. CITIZENS' INPUT

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

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

To view the live meeting or previous meetings click on the link below.

<https://duncanvilletx.new.swagit.com/views/454/>

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

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

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

Daria McKinzie 1113 Surrey Trail, DeSoto
Zoning

4. CONSENT AGENDA

A. Consider the Minutes for the August 19, 2025 City Council Regular Meeting and the August 25, 26, and 28, 2025 Special Called Meetings.

B. Consider an ordinance repealing and replacing Section 16A-39, "Murals," of Ordinance No. 1909, § 1, 10-5-04, to update references from the Keep Duncanville Beautiful Board to the Duncanville Arts Commission

ORD 2553

C. Consider a Resolution authorizing a contract with Vertosoft through the Texas DIR contract DIR-CPO-5327 for OpenGov Budget and Planning software in the amount of \$138,523.68 over a three year period.

RES 2025-537

D. Consider a Resolution authorizing a contract for lease of fiber services with Segra for an estimated amount of \$1,211,000.00 over the next ten years.

RES 2025-542

E. Consider a Resolution approving the terms and conditions of Amendment No. 3 to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed-site Home Chemical Collection Center from October 1, 2025, through September 30, 2026, as part of the Dallas Area Household Hazardous Waste Network, for a cost not to exceed \$57,700.00.

RES 2025-531

F. Consider a Resolution approving an amendment to the Municipal Materials Management Agreement by and between Republic Services of Texas, LTD. and the City of Duncanville to increase contract rates by 4.9% for residential collection and commercial services, effective October 1, 2025.

RES 2025-529

G. Consider a Resolution approving an amendment to the Solid Waste Disposal Agreement by and between Waste Management of Texas, Inc. and the City of Duncanville to increase contract rates by 4.77% for solid waste disposal, effective October 1, 2025.

RES 2025-530

H. Consider a Resolution authorizing an amendment to the services agreement with Locality Media, Inc dba First Due, adding the training record and assets and inventory modules to the fire records management system (RMS) in an expenditure amount not to exceed \$152,969.71 over the next four (4) years and six (6) months.

RES 2025-541

- I. ***Consider Resolution 2025-539 approving DCEDC expenditure of \$5,000.00 for a sponsorship for the 2025 Pink Diamond Bike Ride for Fiscal Year 2026.***

RES 2025-539

- J. ***Consider a resolution of the City Council of the City of Duncanville, Texas, authorizing the purchase of seventy-eight (78) firearms and related accessories from GT Distributors through the interlocal purchasing buyboad contract number 698-23 in the expenditure amount not to exceed \$80,000; Authorizing the City Manager, or his designee to execute the necessary documents related to said expenditures; and, providing for an effective date.***

RES 2025-512

- K. ***Consider a resolution authorizing the approval of a five-year agreement with AXON Enterprise, Inc. for a contract renewal and the acquisition, utilization, and maintenance of AXON's comprehensive public safety technology platform with a total 5-year contract not to exceed \$1,400,000.00.***

RES 2025-535

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

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

Item #1

Councilmember Don McBurnett made a motion to approve a memorandum agreement by and between Richard Abernethy and the City of Duncanville to serve as Interim City Manager and authorize the mayor to sign, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

Item #2

Councilmember Don McBurnett made a motion to approve a mediation agreement based on the terms of such agreement and matters, style is Burdin Mediation Matter 63330, and authorize the mayor to sign, Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

Item #3

Councilmember Kyle Pennebaker made a motion to reject the current plan to include the contract with MK Investment, LLC or at the choice of said company, to extend the current inspection period until October 21, 2025, at our regularly scheduled council meeting at the choice of said LLC, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

- B. ***Conduct a Public Hearing on the 2025 tax rate.***

Presented by Budget Administrator Jennifer Otey.

Mayor Contreras opened the public hearing at 7:48 p.m.

No one spoke in support or opposition to this item.

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

Mayor Contreras closed the public hearing at 7:48 p.m.

Mayor Pro Tem Gooden and Councilmember Koontz complimented Ms. Otey on her work with the budget and tax rate. Ms. Otey followed by reporting that

a Town Hall is scheduled for February with the Appraisal District on property appraisals and the tax rate.

- C. Consider an Ordinance approving and adopting a budget for the City for the Fiscal Year October 1, 2025, through September 30, 2026**
Items C-G were presented by Ms. Otey.

Councilmember Jeremy Koontz made a motion that the proposed budget for the City of Duncanville for Fiscal Year October 1, 2025, through September 30, 2026; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget, be adopted. This budget will raise more total property taxes than last year's budget by \$976,754, or 4.04%, and of that amount, \$53,805 is tax revenue to be raised from new property added to the tax roll this year, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

ORD 2549

- D. Consider an Ordinance of the City of Duncanville, Texas, levying Ad Valorem Taxes for the Year 2025 at a rate of \$0.600166 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the City of Duncanville as of January 1, 2025, to provide revenues for current expenses and interest and sinking fund requirements.**

Councilmember Jeremy Koontz made a motion that the property tax rate be increased by the adoption of a tax rate of 1.600166, which is effectively a 4.11 percent increase in the tax rate, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

ORD 2550

- E. Consider an Ordinance ratifying the Fiscal Year 2025-2026 Budget which raises more revenue from property tax than in the previous year.**

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

ORD 2551

- F. Civil Service Ordinance amending the pay plan**

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

ORD 2552

- G. Consider a Resolution adopting the Master Fee Schedule for FY 2025-2026.**

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

RES 2025-536

6. STAFF AND BOARD REPORTS

Mayor Contreras recessed the regular session at 8:05 p.m. to convene into executive session.

Mayor Contreras reconvened the regular session at 10:33 p.m.

ADJOURNMENT

The meeting was adjourned at 10:37 p.m.

ATTEST:

CITY SECRETARY

Duncanville Special Called Meeting Minutes
Tuesday, September 9, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, September 9, 2025, at 4:01 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT: Councilmember Jeremy Koontz arrived at 4:05 p.m.

COUNCIL ABSENT:

CALL TO ORDER

RECEIVE PUBLIC COMMENTS

No public comments

1. REPORTS

- A. *Present, discuss, and deliberate the Comprehensive Plan. City Council may direct staff to make additions, deletions or corrections to the proposed Comprehensive Plan Document.***
Presented by Matt Horn with MRB Group. Mr. Horn added the glossary of terms used in the plan for Urban Design as requested by the Duncanville Community and Economic Development Corporation. The council reviewed possible changes and additions to the plan.

ADJOURNMENT

The meeting was adjourned at 6:31 p.m.

ATTEST:

CITY SECRETARY

Duncanville Special Called Meetings Meeting Minutes
Tuesday, September 23, 2025

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Tuesday, September 23, 2025, at 5:03 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Greg Contreras
Mayor Pro Tem Demonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Karen Cherry-Brown

COUNCIL ARRIVING AT: Councilmember Kyle Pennebaker arrived at 5:15 p.m.
Councilmember Jeremy Koontz arrived at 5:18 p.m.

COUNCIL ABSENT:

CALL TO ORDER

RECEIVE PUBLIC COMMENTS

No public comments

1. CONDUCT INTERVIEWS AND DISCUSS APPOINTMENTS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARD AND COMMISSIONS:
- Zoning Board of Adjustment

City Planning & Zoning Commission

Community Engagement Board

Duncanville Community and Economic Development Corporation Board (DCEDC)

Duncanville Neighborhood Vitality Commission

Keep Duncanville Beautiful Board

Library Advisory Board

Multicultural Commission

Park & Recreation Advisory Board

Arts Commission

Sign Control Board

TIF (Tax Increment Financing Reinvestment Zone Number One)

Tri-Cities Animal Control Board

Interviews conducted.

2. DISCUSS APPOINTMENTS

3. EXECUTIVE SESSION
- The City Council shall convene into Executive Session pursuant to the Texas Government Code Section 551.074 (Personnel); and to discuss appointments, dismissals, and/or duties of the Duncanville Community and Economic Development Corporation (DCEDC) and Tax Increment Financing Reinvestment Zone Number One (TIF Board).

Mayor Contreras recessed the meeting at 8:19 p.m. to convene into executive session.

The executive session was closed at 10:30 p.m.

Mayor Contreras reconvened the regular session at 10:32 p.m.

4. RECONVENE INTO OPEN SESSION
- Take any necessary or appropriate action on closed/executive session matters.

No action taken.

ADJOURNMENT

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

ATTEST:

CITY SECRETARY

Duncanville Special Called Meeting Minutes
Regular Meeting
Tuesday, September 30, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, September 30, 2025, at 4:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

CALL TO ORDER

RECEIVE PUBLIC COMMENTS

No public comments

1. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. **Consider approval of Ordinance No. 2554 adopting the 2040 Duncanville Comprehensive Master Plan and Future Land Use Map.**
Mayor Pro Tem Gooden read the names and thanked the members of the Comprehensive Plan Steering Committee for their work on the 2040 Duncanville Comprehensive Plan and Future Land Use Map.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 7 for, 0 against.

ORD 2554

2. STAFF PRESENTATIONS

- A. **Briefing on the Comprehensive Plan Implementation Committee**
Presented by Interim City Manager Richard Abernethy. The implementation committee would assist in implementing the items contained in the comprehensive plan. Attorney Hager advised adding a resolution establishing the ad hoc committee and its objectives with a sunset component.

ADJOURNMENT

The meeting was adjourned at 4:13 p.m.

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider appointments to fill vacancies on Boards and Commissions

Vision Statement:

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

Pillar:

STAFF RESPONSIBLE:

Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:

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

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

POLICY EXPLANATION:

City Council will need to formally appoint citizens to the Zoning Board of Adjustment, City Planning & Zoning and Commission, Community Engagement Board, the Duncanville Community Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board,

Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, Arts Commission, and Tri-Cities Animal Control Board to fill the vacancies created by terms expiring in August 2025, as well as resignations over the past year.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution No. - Board and Commission Appointment and Removal - Pdf, Exhibit A - Board Nominations 10-21-2025

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE APPOINTMENT AND REMOVAL OF THE BOARD AND COMMISSIONS MEMBERS WHICH ARE SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND MEMBERS SHALL SERVE UPON SUCCESSFUL QUALIFICATION AND AFTER TAKING THE OATH; AND, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Duncanville, Texas has different Board and Commissions ,including Zoning 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 Commission, Park & Recreation Advisory Board, Sign Control Board, Arts Commission, Tri City Animal Shelter, and the Tax Increment Financing Reinvestment Zone Number One (TIF #1); and

WHEREAS, each year the Board and Commission members are given the opportunity to request reappointment to their current board and commission; and

WHEREAS, appointments to fill vacancies on the City's various Board and Commissions are made each year by the end of the month of August and to fill any vacancies due to resignation, and

WHEREAS, the City Council of the City of Duncanville, Texas finds it to be in the public interest to make appointments to fill said vacancies.

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

SECTION 1. The City Council hereby approves the appointment and removal of the Board and Commission, which are set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and appointed members shall serve upon successful qualification and taking the oath.

SECTION 2. The Resolution shall take effect immediately upon passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 21st day of October 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

City Council Nominations (10-21-2025)

City Planning and Zoning Commission

Appointment for 2-Year Terms 2025-2027

1. Brenda O'Brien
2. D. Bailey Wynne
3. Danielle Zarate

Zoning Board of Adjustment

Appointment for 2-Year Terms 2025-2027

1. Terry Popham
2. LaVaughn Washington
3. Elias Rodriguez – Alternate #2

Parks and Recreation Advisory

Appointment for 2-Year Terms 2025-2027

1. Michael Matern
2. Christy L. Harris
- 3.
- 4.
- 5.

Library Advisory Board

Appointment for 2-Year Terms 2025-2027

1. Shirley M. Thornton
2. Ashley Amos
3. Destine Drake

Appointment for 1-Year Terms 2025-2026

1. Julie Smith

DCEDC

Appointment for 2-Year Terms 2025-2027

1. Donella Payne
2. Tonya Savage

TIF

1. Michael Grace

Exhibit A

Keep Duncanville Beautiful
Appointment for 2-Year Terms 2025-2027
1. Diane Dillard
2. Justin Reece Edwards
3.
4.
Appointment for 1-Year Terms 2025-2026
1. Patsy Wheeler

Neighborhood Vitality
Appointment for 2-Year Terms 2025-2027
1. Celee Stephens
2. Gloria Towner
3.
4. Francesca Alford
5. Barbara Owens

Arts Commission
Appointment for 3-Year Terms 2025-2028
1. Linda Lydia
2. Julio Avila
3. Angela Thorpe-Harris
4. Patricia Coleman
5. Luke Durmon
Appointment for 1-Year Terms 2025-2026
1.

Community Engagement
Appointment for 2-Year Terms 2025-2027
1. Thomas Lackey
2. Ron Thompson
3. Michelle Morgan
4. Lynn McGinley
Appointment for 1-Year Terms 2025-2026
1. Melanie Grave Davis

Tri City Animal Shelter
1. Melanie Hollis



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider the regular City Council Meeting dates for 2026.

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:

To provide the city council with the opportunity to review the 2026 dates for Regular City Council meetings. The attached calendar has been prepared to take in consideration known or expected dates for regular city council meetings, city holidays, major Chamber of Commerce events, and other major city-wide events of interest to the City Council.

POLICY EXPLANATION:

The City Council will discuss and approve the 2026 calendar of regular city council meetings and provide input to staff for planning purposes.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

2026 Regular Council Meeting Dates

2026 Regular Council Meeting Dates

January 6	July 7
January 20	July 21
February 3	August 4
February 17	August 18
March 3	September 1
March 17	September 15
April 7	October 20
April 21	November 3
May 5	November 17
May 19	December 15
June 2	
June 16	



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider a Resolution Denying Oncor Electric's Requested Rate Change

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Richard Jackson

BACKGROUND/HISTORY:

On June 26, 2025, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, the impact of this requested increase on an average residential customer would be about \$7.90 per month.

In a prior City action, Oncor’s rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor (“Steering Committee”), to determine that the proposed rate increase is unreasonable.

Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor’s request for a rate increase should be denied.

POLICY EXPLANATION:

The purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas (“PUC”) where the appeal will be consolidated

with Oncor's filing (PUC Docket No. 58306) currently pending at the PUC.
All cities with original jurisdiction will need to adopt the Resolution **by October 29, 2025.**

Explanation of "Be It Resolved" Sections:

1. This paragraph finds that the Company's application is unreasonable and should be denied.
2. This section states that the Company's current rates shall not be changed.
3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement.
4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides Oncor and counsel for the Steering Committee will be notified of the City's action through a copy of the approved and signed resolution.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution_2025 Oncor Rate Case Denial_10-21-2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Duncanville, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 26, 2025, Oncor filed with the City an application to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve an 12.3% increase in residential rates and a 51.0% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

SECTION 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. That a copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 21st day of October, 2025.

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert Hager, City Attorney



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider an Ordinance amending the Code of Ordinances by amending Chapter 5, "Buildings and General Building Regulations," Article II, "Building Code," Division 2, "International Building Code," by repealing Division 2, "International Building Code," in its entirety, including amendments thereto; and replacing the 2015 Edition of the International Building Code with a new Division 2, "International Building Code," to adopt the provisions of the International Building Code (IBC), 2021 Edition, as the City of Duncanville International Building Code along with the International Residential Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, International Existing Building Code, International Fire Code, the 2023 National Electrical Code (NEC), and the amendments thereto.

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

**Joshua McConnell
Chris Connealy**

BACKGROUND/HISTORY:

The City of Duncanville has historically adopted and enforced nationally recognized model building and fire codes to safeguard public health, safety, and welfare. Periodic updates to these codes are issued by the International Code Council (ICC) and the National Fire Protection Association (NFPA) to reflect advances in construction practices, fire protection methods, and safety standards.

The State of Texas requires municipalities to adopt the most recent version of the National Electrical Code (NEC), and the best practice is to align all adopted building and

fire codes with the most current editions to ensure consistency, maintain eligibility for favorable insurance ratings, and provide clarity for design professionals and contractors.

The City's current adopted codes are now outdated compared to the 2021 ICC family of codes and the 2023 NEC. Updating to the latest codes will improve public safety, reduce risk, and align local requirements with regional and national standards. In addition, associated City ordinances must be revised to incorporate these code adoptions, reflect necessary local amendments, and ensure enforcement authority is clearly established.

POLICY EXPLANATION:

Adoption of the recent model building and fire codes, along with the necessary amendments to the City's ordinances, is essential to maintaining a safe, resilient, and well-regulated built environment. The International Code Council (ICC) and National Fire Protection Association (NFPA) update their codes on a three-year cycle to incorporate new technologies, address emerging safety issues, and align with industry best practices.

Updating to the 2021 ICC codes and the 2023 NEC ensures that Duncanville remains consistent with state requirements and regional jurisdictions, which reduces confusion for contractors, architects, and engineers working across city boundaries. The adoption also supports the City's efforts to maintain or improve its Insurance Services Office (ISO) Building Code Effectiveness Grading Schedule (BCEGS) and Fire Suppression Rating, both of which can directly impact insurance premiums for residents and businesses.

Revising City ordinances to reflect the new codes provides legal clarity for enforcement and establishes local amendments tailored to Duncanville's specific conditions, such as fire apparatus capabilities, infrastructure needs, and energy conservation objectives. This action helps protect the community from risks associated with outdated standards, supports economic development by providing predictable regulations, and ensures the City remains in compliance with state law.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Duncanville. Ordinance Adopting 2021 IBC, Duncanville. Ordinance Adopting 2021 IRC, Duncanville. Ordinance Adopting 2021 IEBC, Duncanville. Ordinance Adopting 2021 IECC, Duncanville. Ordinance Adopting 2021 IPMC, Duncanville. Ordinance Adopting 2021 ISPSC, Duncanville. Ordinance Adopting 2023 NFPA-NEC, Duncanville. Ordinance Adopting Chap 5 Art 3 Amendment, Duncanville. Ordinance Adopting Chap 5 Art 7 Amendment, Duncanville. Ordinance Adopting Chap 12 Art 1 Occasional Sales Amendments, Duncanville. Ordinance Adopting Chap 12 Art 2 Food Sanitation Rules- Amendments, Duncanville. Ordinance Adopting Chap 12 Art 20 Sale of Alcohol Bev. Amendments, Duncanville. Ordinance Adopting Chap 20 Art 9 Fats Oils Grease Amendments, Duncanville. Ordinance Adopting 2021 IFC

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5, “BUILDINGS AND GENERAL BUILDING REGULATIONS”, ARTICLE II. “BUILDING CODE”, DIVISION 2. “INTERNATIONAL BUILDING CODE”, BY REPEALING DIVISION 2. “INTERNATIONAL BUILDING CODE”, IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW DIVISION 2. “INTERNATIONAL BUILDING CODE” TO ADOPT THE PROVISIONS OF THE INTERNATIONAL BUILDING CODE (IBC), 2021 EDITION, AS THE CITY OF DUNCANVILLE INTERNATIONAL BUILDING CODE, AND THE AMENDMENTS THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 2. “International Building Code” by repealing said Division in its entirety, including amendments thereto; and, replacing with a new Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 2. “International Building Code”, to read as follows:

**“CHAPTER 5-BUILDINGS AND GENERAL
BUILDING REGULATIONS**

Article II. Building Code.

Division 1. Generally

.....

Division 2. International Building Code.

Sec. 5-25. Adopted; incorporated by reference.

For the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and

occupancy, location, and maintenance of buildings and structures, the city herewith adopts by reference and makes a part hereof for all purposes, the same as if fully copied in full herein, the International Building Code (IBC), 2021 Edition, including Appendices B-C, F, G, I-K, and N, and Resource A of said code, and referenced codes contained in the International Building Code Chapter 35 Referenced Standards. A copy of the International Building Code with approved amendments, shall be maintained at all times at the public library and in the office of the chief building official.

.....

Sec. 5-27. Amendments to building code.

The International Building Code (IBC), 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

City of Duncanville Amendments to the 2021 International Building Code

101.4.8 Electrical.

The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

103.1 Creation of enforcement agency. The CITY OF DUNCANVILLE BUILDING INSPECTION DIVISION is hereby created and the official in charge thereof shall be known as the *Chief Building Official*.

[Remainder Unchanged]

105.2 Work exempt from permit. *under sub-title titled "Building" replace with the following; remainder unchanged:*

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m2).
2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

4. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons (18 925 L) and the ratio of height to diameter or width is not greater than 2:1.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
6. Temporary motion picture, television and theater stage sets and scenery.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.
8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
9. Swings and other playground equipment accessory to detached one- and two-family dwellings.
10. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
11. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

109.7 Re-inspection Fees. A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives;
2. No building address or permit card is clearly posted;
3. City approved plans are not on the job site available to the inspector;
4. The building is locked or work otherwise not available for inspection when called;
5. The job site is red-tagged twice for the same item;
6. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

Section 110.3.6; Lath, gypsum board and gypsum panel product inspection. *Delete exception*

SECTION 202 DEFINITIONS. *amend to add or change the following definitions, other definitions to remain;*

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or who are already incapable of self-preservation, including but not limited to:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

ASSISTED LIVING FACILITIES. A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

SPECIAL INSPECTOR. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

REGISTERED SHORT TERM RENTAL FACILITY. Buildings

or portions of buildings currently possessing a valid Short Term Rental Registration with the City's Short Term Rentals program or Workforce Housing program.

303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, except when applying the assembly requirements of Chapters 10 and 11.

304.1 Business Group B; *add the following to the list of occupancies:*

Fire stations

Police stations with detention facilities for 5 or less

307.1.1 Uses other than Group H; *change Item 4 to read as follows:*

4. Cleaning establishments that utilize *combustible liquid* solvents having a flash point of 140°F (60°C) or higher in closed systems employing equipment *listed* by an *approved* testing agency, provided that this occupancy is separated from all other areas of the building by 1-hour *fire barriers* constructed in accordance with Section 707 or 1-hour *horizontal assemblies* constructed in accordance with 711, or both. This does not remove any requirements found in IFC Chapter 21, Dry Cleaning Plant provisions.

403.1 Applicability; *change Exception 3 to read as follows:*

3. The open-air portion of a building containing a Group A-5 occupancy in accordance with Section 303.6.

[F] 403.3, Automatic Sprinkler System. *Delete exception;*

[F] 403.3.2 Water supply to required fire pumps.

In buildings that are more than 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the full flow and pressure required for the pumps to operate.

Exception: Where *approved*, two connections to the same main shall be permitted provided that the main is valved such that an

interruption can be isolated so that water supply will continue without interruption through not fewer than one of the connections.

404.10 Exit access stairways in an atrium.

Where an atrium contains an exit access stairway all the following shall be met: ...*Remainder Unchanged*...

506.3.1 Minimum percentage of perimeter.

To qualify for an area factor increase based on frontage, a building shall have not less than 25 percent of its perimeter on a *public way* or open space. Such open space shall be either on the same lot or dedicated for public use and shall be accessed from a street or approved *fire lane*. In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 16-foot-wide pathway meeting fire department access from the street or approved fire lane shall be provided.

708.4.1 Supporting construction; *Delete exception;*

708.4.2; Fireblocks and draftstops in combustibile construction; *Delete exceptions 2-5;*

901.6.1.1 Standpipe Testing.

Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected nighttime freezing conditions.
9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

[F] 903.2 Where required. *Delete exception;*

[F] 903.2.4.2 Group F-1 distilled spirits.

An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>20% alcohol) in the fire area at any one time.

[F] 903.2.8 Group R.

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception: Buildings with a valid Registration in the Duncanville Short Term Rental Program that are 6,000 square feet or less, contain five or fewer guest rooms, have 10 or fewer total occupants, that contain a monitored fire alarm system.

[F] 903.2.9.3 Group S-1 Distilled spirits or wine.

An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>20% alcohol) in the fire area at any one time.

903.2.9.4; delete exception;

[F] 903.2.9.5 Self-Service Storage Facility.

An automatic sprinkler system shall be installed throughout all climatized self-service storage facilities.

[F] 903.2.11.3 Buildings 35 feet or more in height.

*An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1510 of the *International Building Code*, located 35 feet (10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.*

[F] 903.2.11.7 High-Piled Combustible Storage.

For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

[F] 903.2.11.8 Spray Booths and Rooms.

New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

[F] 903.2.11.9 Buildings Over 6,000 sq. ft.

An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater, in other than one- and two-family dwellings containing no other accessory uses.

Exception: Open parking garages in compliance with Section 406.5 of the IBC where all of the following conditions apply:

- a. The structure is freestanding.

- b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators, or spaces used or occupied for anything other than motor vehicle parking.
- c. The structure does not exceed three stories.
- d. An approved fire apparatus access road is provided around the entire structure.

[F] 903.3.1.1.1 Exempt Locations.

When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an *approved* automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from a room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment.

- 1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
- 2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
- 3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
- 4. Buildings with a valid Registration in the Duncanville Short Term Rental Program that are 6,000 square feet or less, contain five or fewer guest rooms, have 10 or fewer total occupants, that contain a monitored fire alarm system.
- 5. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

[F] 903.3.1.2 NFPA 13R sprinkler systems.

Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is 35 feet (10 668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is 35 feet (10 668 mm) or less below the lowest level of fire department vehicle access.
The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 shall be measured from grade plane.

[F] 903.3.1.2.2 Corridors and balconies.

Sprinkler protection shall be provided in all corridors and for all balconies.

[F] Section 903.3.1.2.3 Attached Garages and Attics.

Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1. Provide automatic sprinkler system protection.
 - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3. Construct the attic using noncombustible materials.
 - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
 - 4.5. Fill the attic with noncombustible insulation.

903.3.1.3 NFPA 13D Sprinkler Systems.

Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D and in accordance with state law.

[F] 903.3.1.4 Freeze protection.

Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

[F] 903.3.5 Water supplies. *add a second paragraph to read as follows:*

Water supplies for *automatic sprinkler systems* shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the *International Plumbing Code*. For connections to public waterworks systems, the water supply test used for design of fire protection systems shall be adjusted to account for seasonal and daily pressure fluctuations based on information from the water supply authority and as approved by the fire code official.

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10-psi safety factor. Reference Section 507.4 for additional design requirements.

[F] 903.3.4 Actuation.

Automatic sprinkler systems shall be automatically actuated unless specifically provided for in this code.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

[F] 903.4.2 Alarms.

An approved audible device, located on the exterior of the building in an approved location, shall be connected to each *automatic sprinkler system*. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. When a fire alarm system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system.

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

[F] 905.2 Installation Standard.

Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

[F] 905.3.9 Buildings Exceeding 10,000 sq. ft.

In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the

- fire code official.
- 2.
 3. R-2 occupancies of four stories or less in height having no interior corridors.

[F] 905.4 Location of Class 1 standpipe hose connections. *change Items 1, 3, and 5, and add Item 7 as follows:*

1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.

Exception: {No change.}

2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a {remainder of text unchanged}

4. {No change.}
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an interior exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

[F] 905.8 Dry standpipes.

Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

[F] 905.9 Valve supervision. *add a second paragraph after the exceptions to read as follows:*

Valves controlling water supplies shall be supervised in the open position so that a change in the normal position of the valve will generate a supervisory signal at the supervising station required by Section 903.4. Where a fire alarm system is provided, a signal shall be transmitted to the control unit.

Exceptions:

1. Valves to underground key or hub valves in roadway boxes do not require supervision.
2. Valves locked in the normal position and inspected as provided in this code in buildings not equipped with a fire alarm system. Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

[F] 906.1 Where required. *delete all of Exception 3 to Item 1:*

[F] 907.1.4 Design Standards.

Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

[F] 907.2.1 Group A.

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons, or where the occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 and the occupant

notification appliances will activate throughout the notification zones upon sprinkler water flow.

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

[F] 907.2.3 Group E.

A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. A manual fire alarm system shall not be required in Group E occupancies with an *occupant load* of 50 or less.
 - 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)
- {No change to remainder of exceptions.}

[F] 907.2.10 Group S.

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1, and the occupant notification appliances will activate throughout the notification zones upon sprinkler flow.

[F] 907.2.13 High-rise buildings.

High-rise buildings shall be provided with an automatic smoke detection system in accordance with Section 907.2.13.1, a fire department communication system in accordance with Section 907.2.13.2 and an emergency voice/alarm communication system in accordance with Section 907.5.2.2.

Exceptions:

1. Airport traffic control towers in accordance with Sections 412 and 907.2.22.
2. *Open parking garages* in accordance with Section 406.5.
3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.
4. Low-hazard special occupancies in accordance with Section 503.1.1.
5. Buildings with an occupancy in Group H-1, H-2, or H-3 in accordance with Section 415.
6. In Group I-1 and I-2 occupancies, the alarm shall sound at a *constantly attended location* and occupant notification shall be broadcast by the emergency voice/alarm communication system.

907.4.2.7 Type.

Manual alarm initiating devices shall be an approved double action type.

907.6.1.1 Wiring Installation.

All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B,

provided the distance from the interface device to the initiating device is ten feet or less.

[F] 907.6.3 Initiating device identification. *delete all four Exceptions.*

[F] 907.6.6 Monitoring.

Fire alarm systems required by this chapter or by the *International Fire Code* shall be monitored by an *approved* supervising station in accordance with NFPA 72. See 907.6.3 for the required information transmitted to the supervising station.

{no change to exception}

[F] 910.2 Where required.

Smoke and heat vents or a mechanical smoke removal system shall be installed as required by Sections 910.2.1, 910.2.2, and 910.3.2.

Exceptions:

1. Frozen food warehouses used solely for storage of Class 1 and 2 commodities where protected by an *approved automatic sprinkler system*.
2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m \cdot S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

[F] 910.2.3 Group H.

Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

910.4.3.1 Makeup Air.

Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

[F] 912.2.3 Hydrant Distance.

An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

[F] 913.2.1.1 Fire Pump Room Access.

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by IFC Section 506.1.

Section 1006.2.1 Egress based on occupant load and common path of egress travel distance.

Two exits or *exit access doorways* from any space shall be provided where the design *occupant load* or the *common path of egress* travel distance exceeds the values *listed* in Table 1006.2.1. The cumulative *occupant load* from adjacent rooms, areas, or spaces shall be determined in accordance with Section 1004.2.

Exceptions:

1. The number of *exits* from foyers, lobbies, vestibules, or similar spaces need not be based on cumulative *occupant loads* for areas discharging through such spaces, but the capacity of the *exits* from such spaces shall be based on applicable cumulative *occupant loads*.
2. *Care suites* in Group I-2 occupancies complying with Section 407.4

3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

1009.8 Two Way Communication. *add the following Exception 7:*
{Text Remains}

Exceptions:
{Text Remains}

7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

1010.2.5 Bolt Locks. *amend exceptions 3 and 4 as follows:*
Manually operated flush bolts or surface bolts are not permitted.

Exceptions:
{Text Remains}

3. *Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy, {...remainder unchanged}*
4. *Where a pair of doors serves a Group B, F, M or S occupancy {...remainder unchanged}*

1030.1.1.1 Spaces under grandstands and bleachers. *add Exception 4 to read as follows:*

Spaces under *grandstands* or *bleachers* shall be separated by fire barriers complying with Section 707 and *horizontal assemblies* complying with Section 711 with not less than 1-hour *fire-resistance-rated* construction.

Exceptions:
{Text Remains}

4. Where alternate means or methods are submitted to and approved by the Building and Fire Officials.

1809.5.1 Frost Protection at required exits. *delete this section*

Section 2702.5 Designated Critical Operations Areas (DCOA).

In areas within a facility or site requiring continuous operation for the purpose of public safety, emergency management, national security or business continuity, the power systems shall comply with NFPA 70 Article 708.

2902.1.4 Additional fixtures for food preparation facilities. In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

2902.1.4.1 Hand washing lavatory. At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

2902.1.4.2 Service sink. In new or remodeled food service establishments that include construction work on the building drain, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the Building Official.

3002.1 Hoistway Enclosure Protection.

Elevator, dumbwaiter, and other hoistway enclosures shall be *shaft enclosures* complying with Sections 712 and 713.

Exceptions:

1. Elevators completely located within atriums shall not require hoistway enclosure protection.
2. Elevators in open or enclosed parking garages that serve only the parking garage, shall not require hoistway enclosure protection.

3005.7 Storage.

Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed".

3006.2, Item 5; Hoistway opening protection required.

{Text Remains}

5. The building is a high rise and the elevator hoistway is more than 55

feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor to the highest floor of the floors served by the hoistway.

{Text Remains}

3007.3 Water Protection. Water from the operation of an automatic sprinkler system outside the lobby shall be prevented from infiltrating into the hoistway enclosure in accordance with an approved method.

3008.3 Water Protection. Water from the operation of an automatic sprinkler system outside the lobby shall be prevented from infiltrating into the hoistway enclosure in accordance with an approved method.

.....”

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS ON THIS THE ____ DAY OF _____, 2025.**

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(08-15-2025: 4899-1801-1231, v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5, “BUILDINGS AND GENERAL BUILDING REGULATIONS”, ARTICLE II. “BUILDING CODE”, DIVISION 3. “INTERNATIONAL RESIDENTIAL CODE”, BY REPEALING DIVISION 3. “INTERNATIONAL RESIDENTIAL CODE”, IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW DIVISION 3. “INTERNATIONAL RESIDENTIAL CODE” TO ADOPT THE PROVISIONS OF THE INTERNATIONAL RESIDENTIAL CODE (IRC), 2021 EDITION, AS THE CITY OF DUNCANVILLE INTERNATIONAL RESIDENTIAL CODE, AND THE AMENDMENTS THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 3. “International Residential Code” by repealing said Division in its entirety, including amendments thereto; and, replacing with a new Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 3. “International Residential Code”, to read as follows:

**“CHAPTER 5-BUILDINGS AND GENERAL
BUILDING REGULATIONS**

Article II. Building Code.

.....

Division 3. International Residential Code.

Sec. 5-28. Adopted; incorporated by reference.

There is hereby adopted the International Residential Code (IRC), 2021 Edition, including Appendices AA, AB, AC, AG, AH, AI, AQ, AS, AW, Resource A of said code, and referenced standards contained

in the International Residential Code Chapter 44 Referenced Standards and made a part hereof for all purposes, the same as if fully copied in full and amended herein.

Sec. 5-29. Generally; amendments.

In accordance with the IRC, local amendments are adopted as well as amendments recommended by the North Central Texas Council of Governments. For code uniformity with other regional cities and local practices certain sections of the 2021 International Residential Code are amended. The “North Central Texas Council of Governments Recommended Amendments to the 2021 International Residential Code” are made a part of this division by reference. The city adopts these amendments, all of which are on file in the office of the city secretary.

The International Residential Code, 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

**City of Duncanville Amendments to the
2021 International Residential Code**

R103.1 Creation of enforcement agency.

The CITY OF DUNCANVILLE BUILDING INSPECTION DIVISION is hereby created and the official in charge thereof shall be known as the *Chief Building Official*.

SECTION R202 DEFINITIONS; *modify the definition for Townhouse Unit as follows:*

TOWNHOUSE UNIT. A single-family dwelling unit separated by property lines and two hour fire walls in a townhouse that extends from foundation to roof and that has a yard or public way on not less than two sides.

301.1.5 Energy Storage Systems (ESS).

Energy Storage Systems (ESS), including battery backup power systems, shall not be installed inside any dwelling unit or attached residential garage regulated by the International Residential Code (IRC). ESS installations are permitted only within a detached accessory structure. Such accessory structures must maintain a minimum separation of 10 feet from the principal dwelling, 10 feet from any Accessory Dwelling Unit, and 10 feet from all property lines.

Exception: Installation is allowed in a residential dwelling when all of the following is true:

1. The ESS is 20 kWh or less;
2. Is contained inside an enclosure listed and labeled in accordance with UL 9540B;
3. There is an interconnected smoke alarm inside the bottom 12 inches of the enclosure;
4. It is not installed in a living area or bedroom;
5. The room containing the ESS is separated from the rest of the building by fire-rated construction with a minimum 2-hour rating.

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER- LAYMENT ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	SPEED ^d (MPH)	Topographic Effects ^k	Special Wind Region ^l	Windborne Debris Zone ^m		Weathering ^a	Frost Line Depth ^b	Termite ^c					
5 lb/ft	115 (3 sec- gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22 ⁰ F	No	Local Code	150	64.9 ⁰ F

Table R301.2 (1); fill in as follows:

Delete remainder of table Manual J Design Criteria and footnotes A and N.

R302.1 Exterior walls.

Construction, projections, openings, and penetrations of exterior walls of *dwelling*s and accessory buildings shall comply with Table R302.1(1); or *dwelling*s equipped throughout with an *automatic sprinkler system* installed in accordance with Section P2904 shall comply with Table R302.1(2).

Exceptions:

1. Walls, projections, openings, or penetrations in walls perpendicular to the line used to determine the *fire separation distance*.
2. Walls, projections, openings, or penetrations of *individual dwelling units* and their *accessory structures* located on the same *lot*, other than accessory structures containing Energy Storage Systems.
3. {exception unchanged}

4. *{delete exception}*
5. *{exception unchanged}*
6. Open non-combustible carport structures may be constructed when also complying with all zoning ordinances.

R302.2.6 Structural independence. *delete exceptions 5 and 6*

R302.3 Two-family dwellings. *add Exception #3 to read as follows:*

Exceptions:

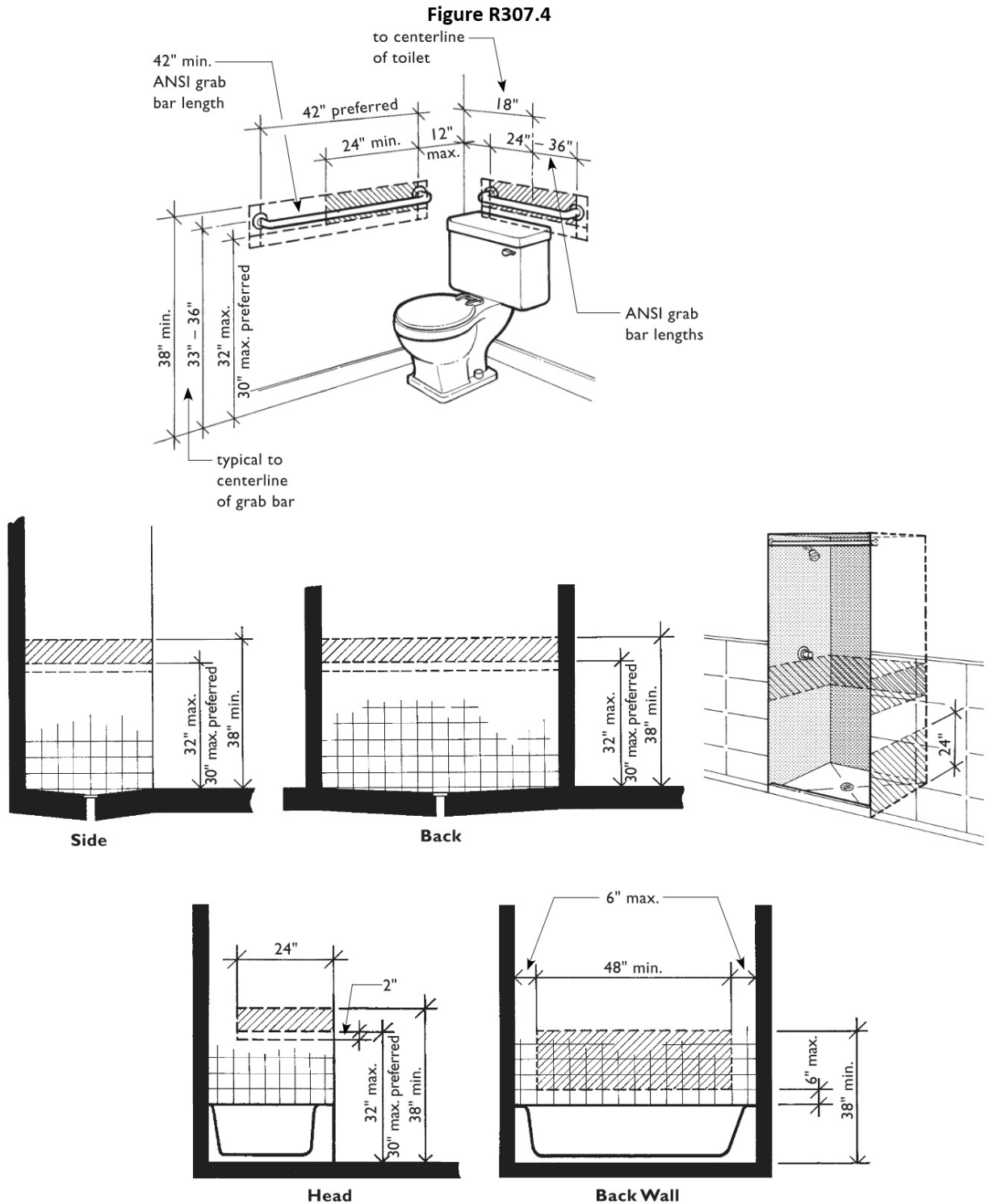
1. *{existing text unchanged}*
2. *{existing text unchanged}*
3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

R307.3 Blocking.

Blocking is required at all toilets, showers and tubs, on all entry level floors. Blocking per Sec. R307.4, Figure R307.4, and FHA 24 CFR 100.205 Chapter 6, shall be installed at the rear wall and any wall adjacent to the toilet, and at all walls adjacent to a shower or tub.

R307.4 Solid Wood Blocking.

Solid wood blocking made of 2” dimensional lumber shall be installed measuring a minimum of 8” in width, installed per Figure R307.4 and FHA 24 CFR 100.205 Chapter 6, and be capable of supporting grab bars. Entry level toilets in separate toilet rooms shall have adjacent wall blocking extended to the doorway.



R313.2 One- and Two-Family Dwellings Automatic Sprinkler Systems. *Delete this section and subsection in their entirety.*

Section 327.1.1 Adjacency to Structural Foundation.

Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception:

A sealed engineered design drawing of the proposed new structure shall be submitted for approval.

Section R401.2. Requirements. *amended by adding a new paragraph following the existing paragraph to read as follows:*

Every foundation and any addition to an existing foundation regulated by this code shall be designed and sealed by a Texas-registered professional engineer.

R703.8.4.1.2 Veneer Ties for Wall Studs.

In stud framed exterior walls, all ties may be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A or B roofing shall be installed. Class A, B, or C roofing required by this section to be *listed* shall be tested in accordance with ASTM E108 or UL 790.

Exceptions:

1. *{text unchanged}*
2. *{text unchanged}*
3. *{text unchanged}*
4. *{text unchanged}*
5. Class C and non-classified roof coverings shall be permitted on one-story detached *accessory structures* used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed the values listed in Table 4.06.01 of Duncanville City Ordinance Appendix A, Article IV, Section 4.06.

Chapter 11 [RE] – Energy Efficiency *is deleted in its entirety, and replaced with a Reference to the 2021 IECC for energy code provisions and recommended amendments.*

M1411.3 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to a sanitary sewer through a trap, by means of a direct or indirect drain. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than 1/8 unit vertical in 12 units horizontal (1-percent slope).

Exception:

1. Condensate disposal may use existing drain piping to the exterior when replacing mechanical units or remodeling less than 50% of a dwelling, if the piping is in acceptable condition.

M2005.2 Prohibited locations.

Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door that is weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code and combustion air vents are installed per Section G2407*. Installation of direct-vent water heaters within an enclosure is not required.

G2408.3 (305.5) Private Garages.

Appliances located in private garages in the direct path of vehicle traffic shall be installed with a minimum *clearance* of 6 feet (1829 mm) above the floor.

Exception: The requirements of this section shall not apply where the *appliances* are protected from motor vehicle impact by an approved means and installed in accordance with Section G2408.2.

G2415.2 (404.2) CSST.

CSST piping systems shall be installed in accordance with the terms of their approval, the conditions of listing, the manufacturer's instructions, and this code. Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING: 1/2 to 5 psi gas pressure - Do Not Remove"

G2415.12 (404.12) Minimum burial depth.

Underground *piping systems* shall be installed a minimum depth of 18 inches (457 mm) below grade.

G2415.12.1 (404.12.1) Individual Outdoor Appliances. *Delete in its entirety*

G2417.1 (406.1) General.

Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The *permit* holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the

provisions of this *code*. The *permit* holder shall give reasonable advance notice to the *building official* when the *piping system* is ready for inspection. The *equipment*, material, power and labor necessary for the test shall be furnished by the *permit* holder.

G2417.4 (406.4) Test pressure measurement.

Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.

G2417.4.1 (406.4.1) Test pressure.

The test pressure to be used shall be no less than 2 times the proposed maximum working pressure, but not less than 3 psig (20 kPa gauge), irrespective of design pressure, or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½”), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psig. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten 10 psig (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

G2417.4.2 (406.4.2) Test duration.

The test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than fifteen (15) minutes. For welded *piping*, and for *piping* carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than thirty (30) minutes.

G2420.1.4 Valves in CSST installations.

Shutoff *valves* installed with corrugated stainless steel (CSST) *piping systems* shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the *valves*, of adequate strength

and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the *valve*. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *piping*, fittings, and *valves* between anchors. All *valves* and supports shall be designed and installed so they will not be disengaged by movement of the supporting *piping*.

G2420.5.1 (409.5.1) Located within the same room.

The shutoff valve...*{bulk of paragraph unchanged}*... in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

P2603.3 Protection against corrosion.

Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

P2603.5.1 Sewer depth.

Building sewers that connect to private sewage disposal systems shall not be less than 12 inches (305 mm) below finished grade at the point of septic tank connection. Building sewers shall not be less than 12 inches (305 mm) below grade.

P2718.1 (406.2) Waste Connection.

The waste from an automatic clothes washer shall discharge through an *air break* into a standpipe or into a laundry sink. The trap and *fixture drain* for an automatic clothes washer standpipe shall be not less than 2 inches (51 mm) in diameter. The *fixture drain* for the standpipe serving an automatic clothes washer shall connect to a 3-inch (76 mm) or larger diameter fixture *branch* or *stack*. In retrofit or remodel work automatic domestic clothes washers shall be permitted to drain to a laundry sink. Automatic clothes washers that discharge by gravity shall be permitted to drain to a waste receptor or an *approved* trench drain.

P3003.9.2 Solvent cementing. Delete exception.

Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or

CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Sec. 5-30. [Reserved.]

.....”

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS ON THIS THE ____ DAY OF _____, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(08-22-2025: 4931-1979-9906, v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5, “BUILDINGS AND GENERAL BUILDING REGULATIONS”, ARTICLE II. “BUILDING CODE”, DIVISION 6. “INTERNATIONAL EXISTING BUILDING CODE”, BY REPEALING DIVISION 6. “INTERNATIONAL EXISTING BUILDING CODE”, IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW DIVISION 6. “INTERNATIONAL EXISTING BUILDING CODE” TO ADOPT THE PROVISIONS OF THE INTERNATIONAL EXISTING BUILDING CODE (IEBC) , 2021 EDITION, AS THE CITY OF DUNCANVILLE INTERNATIONAL EXISTING BUILDING CODE, AND THE AMENDMENTS THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 6. “International Existing Building Code” by repealing said Division in its entirety, including amendments thereto; and, replacing with a new Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 6. “International Existing Building Code”, to read as follows:

**“CHAPTER 5-BUILDINGS AND GENERAL
BUILDING REGULATIONS**

Article II. Building Code.

.....

Division 6. International Existing Building Code.

Sec. 5-39. - Adopted.

There is hereby adopted the International Existing Building Code (IEBC), 2021 Edition, and made a part hereof for all purposes, the same

as if fully copied in full herein, with the exception of such sections hereof, which are hereafter deleted, modified or amended.

Sec. 5-40. – Amendments to the International Existing Building Code.

The International Existing Building Code (IEBC), 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

**City of Duncanville Amendments to the
2021 International Existing Building Code**

SECTION 202 DEFINITIONS. *amend to add or change the following definitions, other definitions to remain;*

Existing Building - A building or space with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; a building, structure or space that is undergoing a change of occupancy or use.

Existing Structure- A structure with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; a building, structure or space that is undergoing a change of occupancy or use.

306.5.1 Complete change of occupancy.

Where an entire building undergoes a *change of group or occupancy*, it shall comply with Section 306.5.1 and shall have all of the following accessible features:

1. Not fewer than one accessible building entrance.
2. Not fewer than one accessible route from an accessible building entrance to *primary function* areas.
3. Signage complying with Section 1111 of the *International Building Code*.
4. Accessible parking, where parking is being provided.
5. Not fewer than one accessible passenger loading zone, where loading zones are provided.
6. Not fewer than one accessible route connecting accessible parking and accessible passenger loading zones to an accessible entrance.

Exception:

Where it is *technically infeasible* to comply with the new construction standards for any of these requirements for a change of group or occupancy, Items 1 through 6 shall conform to the requirements to the maximum extent technically feasible.

406.1 Material.

Existing electrical wiring and equipment undergoing *repair* shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.

503.16.1 Enhanced Classroom Acoustics and TAS:

Compliance with the Texas Accessibility Standards is not considered equivalent compliance for the purpose of enforcement of this code section.

702.4 Window opening control devices on replacement windows.

...{Section unchanged}; *Exception to read as follows:*

Exception:

1. Operable windows where the bottom of the clear opening of the window opening is located more than 55 feet (16 764 mm) above the finished grade or other surface below, on the exterior of the room, space or building, and that are provided with window fall prevention devices that comply with ASTM F2006.

702.7 Materials and methods.

All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, National Electrical Code, and *International Plumbing Code*, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

802.5.1 Minimum requirement.

Every portion of open-sided walking surfaces, including *mezzanines*, *equipment platforms*, *aisles*, *stairs*, *ramps*, and landings that is more than 30 inches (762 mm) above the floor or grade below and is not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards in accordance with IBC Section 1015.

803.1 Scope.

The requirements of this section shall be limited to *work areas* in which Level 2 *alterations* are being performed, and where specified they shall apply throughout the floor on which the *work areas* are located or otherwise beyond the *work area*. For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

803.2.6 Supervision.

...*{Section unchanged}; Exception to read as follows:*

Exception: Supervision is not required where the Fire Code does not require such for new construction.

803.3 Standpipes.

Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements.

{Delete rest of Section 803.3 and exceptions.}

804.2 General.

The means of egress shall comply with the requirements of this section.

Exceptions:

1. Where the work area and the means of egress serving it complies with NFPA101.
2. Means of egress complying with the requirements of the building code under which the building was constructed shall be considered to be compliant means of egress if, in the opinion of the *fire code official*, they do not constitute a distinct hazard to life.

804.6.2 Transoms.

In all buildings of Group B, E, I-1, I-2, R-1 and R-2 occupancies,
....*{Remainder unchanged}*...

Section 904.1 Automatic sprinkler systems.

An automatic sprinkler system shall be provided in a *work area* where required by Section 803.2 or this section. For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire

Fire Area of the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety to the point of *exit discharge*.

904.1.1 High-rise buildings.

An automatic sprinkler system shall be provided in work areas of high-rise buildings.

1011.2.1 Fire sprinkler system.

Where a change in occupancy classification occurs or where there is a *change of occupancy* within a space where there is a different fire protection system threshold requirement in Chapter 9 of the *International Building Code* that requires an automatic fire sprinkler system to be provided based on the new occupancy in accordance with Chapter 9 of the *International Building Code*. The installation of the automatic sprinkler system shall be required within the area of the *change of occupancy* and areas of the building not separated horizontally and vertically from the *change of occupancy* by one of the following:

1. Exterior walls, as required by Section 705 of the IBC.
2. Fire wall, as required by Section 706 of the IBC.
3. Fire barrier, as required by Section 707 of the IBC.
4. Horizontal assemblies, as required by Section 711.2.4 of the IBC.

Exceptions:

1. An automatic sprinkler system shall not be required in a one- or two-family dwelling constructed in accordance with the *International Residential Code*.
2. An automatic sprinkler system shall not be required in a townhouse constructed in accordance with the *International Residential Code*, that is separated from adjoining units in accordance with Section R302.2 of the International Code.

1102.2.1 Fire Separations.

Where fire separations are utilized to allow additions without exceeding the allowable area provisions of Chapter 5 of the IBC for either the existing building or the new addition, the decreased clear space where the two buildings adjoin shall be accounted for in such calculation relative to the allowable frontage increase.

.....”

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS ON THIS THE ____ DAY OF _____, 2025.**

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(08-22-2025: 4925-5048-9698, v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5, “BUILDINGS AND GENERAL BUILDING REGULATIONS”, ARTICLE II. “BUILDING CODE”, DIVISION 4. “INTERNATIONAL ENERGY CONSERVATION CODE”, BY REPEALING DIVISION 4. “INTERNATIONAL ENERGY CONSERVATION CODE”, IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW DIVISION 4. “INTERNATIONAL ENERGY CONSERVATION CODE” TO ADOPT THE PROVISIONS OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC), 2021 EDITION, AS THE CITY OF DUNCANVILLE INTERNATIONAL ENERGY CONSERVATION CODE, AND THE AMENDMENTS THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 4. “International Energy Conservation Code” by repealing said Division in its entirety, including amendments thereto; and, replacing with a new Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 4. “International Energy Conservation Code”, to read as follows:

**“CHAPTER 5-BUILDINGS AND GENERAL
BUILDING REGULATIONS**

Article II. Building Code.

.....

Division 4. International Energy Conservation Code.

Sec. 5-31. Adopted.

There is hereby adopted the International Energy Conservation Code (IECC), 2021 Edition, and made a part hereof for all purposes, the same as if fully copied in full herein.

Sec. 5-32 through 5-34 Reserved.

.....”

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS ON THIS THE ____ DAY OF _____, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(08-22-2025: 4903-9992-7138, v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5, “BUILDINGS AND GENERAL BUILDING REGULATIONS”, ARTICLE II. “BUILDING CODE”, DIVISION 5. “INTERNATIONAL PROPERTY MAINTENANCE CODE”, BY REPEALING DIVISION 5. “INTERNATIONAL PROPERTY MAINTENANCE CODE”, IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW DIVISION 5. “INTERNATIONAL PROPERTY MAINTENANCE CODE” TO ADOPT THE PROVISIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC), 2021 EDITION, AS THE CITY OF DUNCANVILLE INTERNATIONAL PROPERTY MAINTENANCE CODE, AND THE AMENDMENTS THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 5. “International Property Maintenance Code” by repealing said Division in its entirety, including amendments thereto; and, replacing with a new Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 5. “International Property Maintenance Code”, to read as follows:

**“CHAPTER 5-BUILDINGS AND GENERAL
BUILDING REGULATIONS**

Article II. Building Code.

.....

Division 5. International Property Maintenance Code.

Sec. 5-35. Adopted.

For the purpose of establishing minimum regulations governing the conditions and maintenance of all property, buildings, and structures by providing standards for supplied utilities and facilities and other physical

things and conditions essential to ensure that structures are safe, sanitary and fit of occupation and use, and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures, the city herewith adopts by reference and makes part of this Code for all purposes, the International Property Maintenance Code (IPMC) , 2021 Edition, published by the International Code Council, as hereafter amended. A copy of the International Property Maintenance Code with approved amendments shall be maintained at all times at the public library and in the office of the code enforcement official.

Sec. 5-36. – Amendments to the Property Maintenance Code.

The International Property Maintenance Code (IPMC), 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

**City of Duncanville Amendments to the
2021 International Property Maintenance Code**

101.1: Title.

These regulations shall be known as the *International Property Maintenance Code* of the City of Duncanville, hereinafter referred to as “this code”.

103.1: Creation of agency.

The Code Enforcement Division is hereby created and the official in charge thereof shall be the Neighborhood Services Superintendent, and shall be known as the Code Enforcement Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

173.1: General.

In order to hear and decide appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code, the Zoning Board of Adjustment established by ordinance shall render decisions and findings in writing to the appellant with a duplicate copy to the code enforcement official. This board shall be governed by the enabling ordinance.

Sec. 5-37. – Reserved.

Sec. 5-38. – Reserved.

.....”

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS ON THIS THE ____ DAY OF _____, 2025.**

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(08-22-2025: 4927-9336-7906, v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5, “BUILDINGS AND GENERAL BUILDING REGULATIONS”, ARTICLE II. “BUILDING CODE”, BY ADDING A NEW DIVISION 8. “SWIMMING POOLS”; AND TO ADOPT THE PROVISIONS OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSC), 2021 EDITION, AS THE CITY OF DUNCANVILLE INTERNATIONAL SWIMMING POOL AND SPA CODE, AND THE AMENDMENTS THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas finds it to be in the public interest and safety to amend the Code of Ordinances relating to the regulation of swimming pools and spas.

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

SECTION 1. The Code of Ordinances of the City of Duncanville, Texas, be and the same is hereby amended by amending Chapter 5, “Buildings and General Building Regulations,” Article II. “Building Code,” by adding a new Division 8. “Swimming Pools,” to read as follows:

**“CHAPTER 5-BUILDINGS AND GENERAL
BUILDING REGULATIONS**

.....

Article II. Building Codes.

.....

Division 8. – Swimming Pools.

Sec. 5-51. Adopted.

Certain provisions of the 2021 edition of the International Swimming Pool and Spa Code (ISPSC) are hereby adopted by the city and declared to be effective within the city limits of said city immediately upon receipt by the city and filing with the city secretary of one copy

of said ISPSC.

Sec. 5-52. – Amendments.

In accordance with the International Swimming Pool and Spa Code, local amendments are adopted as well as amendments recommended by the North Central Texas Council of Governments. For code uniformity with other regional cities and local practices certain sections of the 2021 International Swimming Pool and Spa Code are amended. The “North Central Texas Council of Governments Recommended Amendments to the 2021 International Swimming Pool and Spa Code” are made a part of this division by reference. The city adopts these amendments, all of which are on file in the office of the city secretary.

Sec. 5-53. Swimming Pool Fence Requirements. Every person in possession of land within the corporate limits of the city, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a swimming pool, shall at all times maintain upon the lot or premises on which the swimming pool is located, and completely surrounding the swimming pool, lot or premises, a fence, wall or other solid structure designed to prevent small children from inadvertently wandering into the pool. Such fence or other solid structure shall conform to the requirements in the currently adopted version of the International Swimming Pool and Spa Code.

(b)”

Sec. 5-54. - Abandoned, neglected, inoperable, or hazardous private swimming pools or spas.

(a) *...unchanged...*

(b) Definitions

...{remove definition for Code enforcement manager}...

Building Official shall mean the Chief Building Official of the City of Duncanville or his designated representative.

...{remaining definitions in (b) unchanged}...

(c) *Abandoned, neglected, inoperable and hazardous private swimming pools and spas.*

(1) *{unchanged}*

- (2) In the event that any inoperative, abandoned or neglected private pool or spa fails to meet the requirements of subsection (c)(1)a., b., c., d., or e., said pool or spa shall be deemed by the building official to represent a safety hazard and/or nuisance to the general public and the following requirements shall apply:

No such pool or spa shall be allowed to remain in an inoperable, unsafe, insanitary or dangerous condition for more than ten consecutive calendar days. Once an inoperable, unsafe, insanitary or dangerous private pool or spa comes to the attention of the building official, he shall make all reasonable efforts to notify the owner(s) or legal occupant(s) to make corrections. In the event that no responsible party can be found, and/or the pool or spa remains in an inoperable, insanitary or dangerous condition, the city shall have the right to drain, fill, cap and/or remove the pool or spa. Additionally, other repairs and/or work to abate the nuisance may be performed by the city. Any and all costs incurred by the city may be charged to the owner of the property. Expenses incurred under this section may be assessed against the real estate on which the work or repair is done, by the building official filing a statement of expenses with the County Clerk of Dallas County. The lien shall stand as security for expenditures made and interest on the loan shall accrue at a rate of ten percent per annum on the amount due from the date the expenditure was made by the city.

(3) *{unchanged}*

.....”

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS ON THIS THE ____ DAY OF _____, 2025.**

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(08-22-2025: 4897-4509-5778, v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5, “BUILDINGS AND GENERAL BUILDING REGULATIONS”, ARTICLE II. “BUILDING CODE”, DIVISION 7. “ELECTRICAL CODE”, BY REPEALING DIVISION 7. “ELECTRICAL CODE”, IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW DIVISION 7. “ELECTRICAL CODE” TO ADOPT THE PROVISIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION’S (NFPA) NATIONAL ELECTRICAL CODE (NEC), 2023 EDITION, AS THE CITY OF DUNCANVILLE NATIONAL ELECTRICAL CODE, AND THE AMENDMENTS THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF CHAPTER 8, 2004 ELECTRICAL CODE AND RESERVING SUCH CHAPTER FOR FUTURE USE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 7. “Electrical Code” by repealing said Division in its entirety, including amendments thereto; and, replacing with a new Chapter 5, “Buildings and General Building Regulations”, Article II. “Building Code”, Division 7. “Electrical Code”, to read as follows:

**“CHAPTER 5-BUILDINGS AND GENERAL
BUILDING REGULATIONS**

Article II. Building Code.

.....

Division 7. Electrical Code.

Sec. 5-41. Adoption of national electrical code; purpose.

Certain provisions of the 2023 edition of the National Electrical Code (NEC) are hereby adopted by the city and declared to be effective

within the city limits of said city immediately upon receipt by the city and filing with the city secretary of one copy of said NEC.

Sec. 5-42. - Amendments.

In accordance with the National Electrical Code, local amendments are adopted as well as amendments recommended by the North Central Texas Council of Governments. For code uniformity with other regional cities and local practices certain sections of the 2023 National Electrical Code are amended. The “North Central Texas Council of Governments Recommended Amendments to the 2023 National Electrical Code” are made a part of this division by reference. The city adopts these amendments, all of which are on file in the office of the city secretary.

.....”

SECTION 2. That the Code of Ordinances of the City of Duncanville, Texas are hereby amended by repealing Chapter 8, “Electric Code”, which shall hereby be reserved for future use as follows:

“CHAPTER 8. RESERVED”

SECTION 3. That all provisions of the Ordinances of the City of Duncanville, Texas, in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and that all other provisions of the Ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 5. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Duncanville, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS ON THIS THE ____ DAY OF _____, 2025.**

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(08-22-2025: 4912-7129-2002 , v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5, “BUILDINGS AND GENERAL BUILDING REGULATIONS”, ARTICLE III. “MOVING OF BUILDINGS FROM ONE LOCATION TO ANOTHER WITHIN CITY”, DIVISION 2. “PERMIT”, BY REPEALING DIVISION 2. “PERMIT”, IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW DIVISION 2. “PERMIT”; AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 5, “Buildings and General Building Regulations”, Article III. “Moving of Buildings from One Location to Another Within City”, Division 2. “Permit” by repealing said Division in its entirety, including amendments thereto; and, replacing with a new Chapter 5, “Buildings and General Building Regulations”, Article III. “Moving of Buildings from One Location to Another Within City”, Division 2. “Permit”, to read as follows:

“CHAPTER 5-BUILDINGS AND GENERAL BUILDING REGULATIONS

Article III. Moving of Building from One Location to Another Within City.

Division 2.- Permit

.....

Sec. 5-61. Action on application by building inspector.

Upon the filing of an application for a permit under this division, the building inspector shall review the application, plans and other information furnished by the applicant to determine if such building, when moved, will comply with the zoning, building and other relevant ordinances which would be applicable at the new location. If such

application meets such requirements, the building inspector shall refer such application to the city secretary for notices to be issued for a public hearing as provided in this division. If the building inspector determines that such application does not conform to such requirements, the application shall be returned to the applicant. The plan review and permit fee for a building moved in the city limits shall be the same as that for the corresponding type of remodel construction.

.....”

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Five Hundred Dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS ON THIS THE _____ DAY OF _____, 2025.**

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(09-5-2025: 4910-4890-1222 , v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 5, “BUILDINGS AND GENERAL BUILDING REGULATIONS”, ARTICLE VII. “RESIDENTIAL RENTAL REGISTRATION REGULATIONS”, BY REPEALING SECTIONS 5-203, (A), (B), (D), (E), (F), (G), AND (H); AND, REPEALING SECTIONS 5-204 THROUGH 5-206; AND, REPEALING AND REPLACING SECTION 5-207, IN THEIR ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW ARTICLE VII. “RESIDENTIAL RENTAL REGISTRATION REGULATIONS”; AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 5, “Buildings and General Building Regulations”, Article VII. “Residential Rental Registration Regulations” by repealing Sections 5-203,(a)(b), (d), (e), (f), (g), and (h) in their entirety, including amendments thereto; and, replacing with a new Chapter 5, “Buildings and General Building Regulations”, Article VII. “Residential Rental Registration Regulations”, to read as follows:

**“CHAPTER 5-BUILDINGS AND GENERAL BUILDING
REGULATIONS**

.

Article VII. Residential Rental Registration Regulations.

Sec. 5-201. General

.

Sec. 5-203. Registration required.

- (a) No person, owner, management company, or agent thereof shall rent, lease, fellow, suffer or offer any residential property to a person without first registering the same under this Article. Each owner of a

residential rental unit within the city shall register each such rental unit with the city in accordance with procedures contained in this article. A separate registration shall be required for each rental unit for each registration. Every owner of a residential rental unit as of the date of adoption of this article shall complete a registration application and pay the registration fee as established by resolution of the city council, and upon passing the rental inspection, shall be issued an active registration and Residential Rental Certificate of Occupancy. A property shall be exempt from the registration requirement when the property is owned by an individual and is leased or otherwise occupied by a family member related to the owner by consanguinity or affinity within the second degree, as defined by Texas Government Code Chapter 573.

- (b) Each owner of a residential rental unit within the city shall make application for registration with the city and schedule an inspection of said rental unit with the building official within 30 days after the date of acquiring ownership of a rental unit or within 30 days after the date an owner of a dwelling unit converts the dwelling unit into a rental unit.
- (c)
- (d) The city shall, within five business days after receipt of the registration application, either notify the owner that they may schedule the rental inspection or that the application does not comply with the requirements of this article. After the rental inspection is passed, the registration shall be active and the Residential Rental Certificate of Occupancy shall be issued. At the annual renewal of the registration the registration fee shall be paid and the building shall have the annual rental inspection.
- (e) Unless otherwise provided in this article, a residential rental registration application shall be valid for each rental unit for one year, unless there is a change in ownership for that unit. A change in ownership shall be deemed to have occurred upon any of the following:
 - (1) Any change in the individual ownership of the unit;
 - (2) Any change in the ownership of any entity(s) in whose name(s) the current registration for the unit is issued; or
 - (3) Upon the dissolution of any entity(s) having ownership over the unit or upon said entity:

- a. Petitioning for reorganization under the Bankruptcy Code,
 - b. Being adjudged bankrupt, or
 - c. Becoming insolvent or having a receiver appointed due to the insolvency.
- (f) A nonrefundable annual registration fee shall be paid to the city by the owner at the same time as the registration application for each residential unit is submitted to the city.
- (g) The initial and annual registration fees include the cost of up to two inspections for the property. Additional inspections beyond the two included inspections, that may be required for the same uncorrected items, or due to investigations based on complaints received from the tenant or the public, will be charged a separate fee as established by resolution of the city council.
- (h) No residential rental unit may be occupied by a tenant without first having a valid RRCO. It is an offense for an owner of a residential rental unit within the city to permit or allow a tenant to occupy any rental unit without first being issued a valid RRCO for the rental unit in accordance with this article. The owner's failure to register any individual rental unit shall constitute a separate offense for each unregistered rental unit within the city.
- (i)

SECTION 2. Repeal 5-204 through 5-206; Reserve for future use.

SECTION 3. Repeal and Replace 5-207.

Sec. 5-207. - Single, two-family (duplex) and townhouse inspections.

- (a) In addition to any other applicable requirement of this article, the rental inspector may inspect the interior and exterior of a rental unit after giving reasonable notice, to determine compliance with applicable state and local laws including, but not limited to, the current adopted International Residential Code and the current adopted International Property Maintenance Code. The city manager/building official or his agent shall provide written notice of the date and time that the inspection will be conducted.
- (b) If the owner or tenant does not allow for reasonable

accommodations for a scheduled inspection of the interior and exterior of the rental property, the building official or his agent may conduct the inspection from the public right-of-way. If the owner or tenant does not provide consent for the inspection and the building official to enter onto the property to conduct the inspection, the building official shall be required to obtain a warrant prior to entry on the property.

- (c) The building official or designee shall enforce the provisions of this article upon presentation of proper identification to the owner or tenant in charge of any residential rental unit and, with the owner or tenant's permission, may inspect the rental unit in accordance with this section between the hours of 8:00 a.m. and 5:00 p.m. The building official's authority to conduct both exterior and interior inspections is subject to all limitations provided in state and federal law. If entry is refused by the owner or any occupant, or if consent to enter the rental unit could not be obtained, the building official is authorized to seek a warrant permitting the building official's entry pursuant to Vernon's Ann. Texas C.C.P. Art. 18.05, as the same may be amended from time to time. Any warrant issued will constitute authority for the building official to enter upon and inspect the premises described therein.

Sec. 5-208- Penalty

.

Sec. 5-211- Appeals”

SECTION 4. That all provisions of the Ordinances of the City of Duncanville, Texas, in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and that all other provisions of the Ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 6. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Duncanville, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Five Hundred Dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 8. This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS ON THIS THE ____ DAY OF _____, 2025.**

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(09-5-2025: 4912-3594-1478 , v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12, “MISCELLANEOUS OFFENSES AND PROVISIONS”, ARTICLE 1. “IN GENERAL”, SECTION 12-9. “OCCASIONAL SALES”, BY REPEALING SECTION 12-9. “OCCASIONAL SALES”, IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW SECTION 12-9. “OCCASIONAL SALES”; AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 12, “Miscellaneous Offenses and Provisions”, Article 1. “In General”, Section 12-9. “Occasional Sales” by repealing said Section in its entirety, including amendments thereto; and, replacing with a new Chapter 12, “Miscellaneous Offenses and Provisions”, Article 1. “In General”, Section 12-9. “Occasional Sales”, to read as follows:

“CHAPTER 12-MISCELLANEOUS OFFENSES AND PROVISIONS

Article 1. In General.

.....

Sec. 12-9. Occasional Sales.

- (a) An occasional sale, to include garage sales, estate sales, and patio sales, is defined as a sale of tangible personal property at retail in the corporate limits of the city by any person, persons, or organization, whom do not hold themselves out as engaging, or do not habitually engage, in the business of selling tangible personal property at retail, providing that the tangible personal property shall be sold only on the premises of the owner or lessee of the property where the sale is conducted; and, that the owner or lessee must be legal owner of at least a portion of such tangible personal property at the time of the sale. Such sales shall be confined to the

garage, patio, interior, or yard of such premises only.

- (b) No person, persons, or organization may conduct an occasional sale more than once every 90 days; and, the duration of each such sale shall not exceed four consecutive calendar days. The 90-day period shall be measured from the beginning day of the sale.
- (c) Under this article, no persons may conduct an occasional sale without first obtaining a permit from the building official of the city. An application for such permit shall include the name, address and date of sale, and shall generally describe the merchandise to be sold. The building official shall collect a fee as established by resolution of the city council as it may determine from time to time, for each permit under this article. Upon approval of any such application, the building official shall issue an occasional sale permit to the applicant. All such permits so issued shall be numbered consecutively with the number assigned to each permit to be shown on the face of each permit with a termination date.
- (d) Every sign advertising an occasional sale shall clearly show on its face the permit number of the permit by which such occasional sale was authorized. All such signs shall be removed by the permittee upon expiration of the aforesaid permit. Signs shall be allowed in violation of Chapter 16A of the Code of Ordinances.
- (e) Any person placing an advertisement of an occasional sale in any newspaper or other periodical publication, website, or in any handbill or similar advertising material, shall include in such advertisement, handbill or other advertising material the permit number for which such occasional sale was authorized.

.....”

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 4. An offense committed before the effective date of this Ordinance is

governed by prior law and the provisions of the Ordinances of the City of Duncanville, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Five Hundred Dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS ON THIS THE _____ DAY OF _____, 2025.**

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(09-5-2025: 4928-2099-7478, v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12, “MISCELLANEOUS OFFENSES AND PROVISIONS”, ARTICLE 2. “FOOD AND FOOD ESTABLISHMENT SANITATION”, BY REPEALING SAID ARTICLE IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW ARTICLE 2. “FOOD AND FOOD ESTABLISHMENT SANITATION”; AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 12, “Miscellaneous Offenses and Provisions”, Article 2. “Food and Food Establishment Sanitation”, by repealing said Article in its entirety, including amendments thereto; and, replacing with a new Chapter 12, “Miscellaneous Offenses and Provisions”, Article 2. “Food and Food Establishment Sanitation”, to read as follows:

“CHAPTER 12-MISCELLANEOUS OFFENSES AND PROVISIONS

.....

Article 2. Food and Food Establishment Sanitation.

Sec. 12-14. Adoption of Rules on Food Establishment Sanitation.

The administrative rules based on the FDA Food Code as adopted by the Texas Department of State Health, August 8, 2021, by 25 Texas Administrative Code § 228, as amended, Texas Food Establishment Rules, are hereby incorporated herein and adopted by reference as the food establishment sanitation regulations of the city, and a copy of said rules shall be kept on file at the public library, and are hereby made a part of this Code for all purposes, the same as if fully copied herein. Where the Texas Food Establishment Rules refer to a section of the FDA Food Code, the most current version of the FDA Food Code shall govern.

Exemption: Temporary Food Vendor Permits.

Temporary food vendors need not comply with Chapter 12, Article 2 of this code in accordance with §228.222(a), nor the remainder of §228.222 of the Texas Food Establishment Rules, or the remainder of the FDA Food Code, as amended provided vendors comply and maintain food items in compliance with Subsection (1-9) of this section. A failure to comply with these requirements may result in the immediate suspension of the permit and assessment of penalties as provided by the Texas Health and Safety Code, Chapter 437.

Food shall be in sound condition as follows:

1. Meat and poultry products shall be cooked to the following minimum internal temperatures: Poultry:165°F, Ground Meats:155°F, Pork and other Meats:145°F.
2. Time/temperature control for safety (TCS) foods (i.e., foods which consist in whole or in part of milk or milk products, eggs, cut tomatoes, cut melon, raw seed sprouts, cooked vegetables, meat, and seafood) shall be held at 41°F or lower, or at 135°F or above.
3. An accurate food temperature thermometer shall be used to monitor the proper internal cooking and holding temperatures of TCS foods.
4. Packaged or unpackaged foods shall not be stored in direct contact with ice or standing water unless the packaging completely prevents the entry of water.
5. An application shall be submitted, the required fee paid, and the permit issued before operating under a Temporary Food Permit. No more than one such permit may be applied for within any 90 day period. Each permit issued is only valid for the event, up to ten days in length, for which it was issued. The 90-day period shall measured from the beginning day of the sale.
6. Food service workers wear clean plastic gloves while handling food.
7. Anti-bacterial hand wipes are provided and accessible to food service workers and the public.
8. Food and packaged items shall be stored at least 6 inches off the floor on shelves or pallets, and protected from contact with animals.

9. A trash receptacle shall be provided and accessible to food service workers and the public.

Sec. 12-16. - Valid health certification required.

No person shall operate a food establishment in the City of Duncanville unless the person holds a valid health certificate issued by the City, except where State law preempts municipal regulation. The City shall not require a health certificate or charge a permit fee to:

1. A small-scale food business, as defined by Texas Health and Safety Code § 437.0063, that holds a valid Department of State Health Services (DSHS) permit or food manufacturer license; or
2. A mobile food vendor who holds a current DSHS license issued under Chapter 437B.

Sec. 12-17. – Issuance of health certificate.

- (a) Any person desiring to operate a food establishment shall make written application for a health certificate on a form provided by the regulatory authority. Such application shall include the name, mailing address, email address, and phone number of each business owner, the location and type of proposed food establishment, a full menu of food items to be served, a copy of their state-issued Food Facility Health Permit, a copy of their state-issued Seller's Permit including their Texas taxpayer ID number issued by the Texas Comptroller of Public Accounts, a copy of their state-issued Certified Food Managers Certificate for the person responsible for the business, and the signature of the owner or owner's representative. Applicants exempt under § 437.0063 or Chapter 437B, Texas Health and Safety Code, are not required to obtain a City health certificate but must present proof of current State license and Texas taxpayer ID number upon request.
- (b) Prior to approval of an application for a health certificate, the regulatory authority shall review the application to determine compliance with the requirements of this article.
- (c) The regulatory authority shall issue a health certificate to the applicant if the application complies with the requirements of this article.
- (d) All persons desiring to operate any food establishment in the city shall pay a health certificate fee as established by resolution of

the city council.

Exception: Applicants exempt under § 437.0063 or Chapter 437B, Texas Health and Safety Code.

(e) Food establishments will be classified as follows:

- (1) Class 1A shall include but not be limited to fixed restaurants and fast food restaurants, cafeterias, and food stores. Facilities preparing food for individual portions for the public.
 - (2) Class 2A shall include but not be limited to School Food Establishments operated on a for-profit basis by a private contractor.
 - (3) Class 3A shall include but not be limited to Institutional Food Service including Hospitals, Correctional Facilities, Schools, Commissaries, and other large institutional kitchens.
 - (4) Class 4A shall include but not be limited to Seasonal Establishments including concession stands, amusement parks, and summer feeding programs.
- (f) Food establishments may be assessed a reinspection fee as established by resolution of the city council for each reinspection conducted, in accordance with § 437.0126(c) of the Texas Health and Safety Code.
- (g) Each individual temporary food establishment that is not exempted under item (d) above, will be assessed permit fees as established by resolution of the city council. Each permit issued is only valid for the event for which it was issued.
- (h) In the event a food establishment has a change of ownership, a new application for a health certificate shall be required.
- (i) All food establishments shall pay late fees as established by resolution of the city council as it may determine from time to time.

Sec. 12-18. – Suspension of health certificate.

(a)

.

- (c) The regulatory authority may, without warning, prior notice, or hearing, close to the public and suspend the allowed use of, the public dining area inside a food establishment when the dining area or its associated sanitary facilities are found to be substandard, allowing the entry of pests, lacking proper sanitary provisions for the public, or constituting a health risk to the public. In such cases where affected portions of the building can be physically and mechanically isolated from the food service production areas, including any drive-thru or pick-up areas, the dining area may be closed and the allowed use suspended until such affected areas of the building are repaired, inspected, and approved, without affecting the approved use of the remaining food service areas. Suspension is effective immediately and the dining areas shall be immediately closed, and physically and mechanically isolated. Whenever a dining area is closed to the public, the holder of the health certificate or the person in charge shall be informed in writing that the certificate of occupancy for the dining area is immediately suspended, and that an opportunity for a hearing will be provided if a written request is filed with the regulatory authority. The holder of the health certificate or the person in charge must file a written request for a hearing within ten days following the closure. If a request for a hearing is received within the ten-day period, a hearing shall be held within 20 days of receipt of the request. If the outcome of the hearing overturns the decision of the Building Official, the suspension and closure notice shall be lifted immediately. The regulatory authority may end the suspension at any time if the reasons for the suspension no longer exist.

Sec. 12-25. – Report of inspections.

Whenever an inspection of a food establishment or a commissary is made, the findings shall be recorded on a digital inspection report based on the report published by the state department of health, entitled “Retail Food Establishment Inspection Report”, described in the rules adopted hereby and available from the state department of health. The inspection report form shall summarize the requirements of this article and shall set forth a weighted point value for each requirement. Inspection remarks shall be written to reference, by section number, the section of the rules or the article violated and shall state the correction to be made. The rating score of the establishment shall be the total of the weighted point values for all violations, subtracted from 100. A copy of the completed inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection in digital or printed form. The completed inspection report form is a public

document that shall be made available online to the public by the City.

Sec. 12-28. - Submission and review of plans.

When a food establishment is constructed or extensively remodeled, when an existing structure that did not previously contain a food service area is converted to use as a food establishment, when a food establishment's use increases to a higher health code classification due to menu or fixture changes, or when a higher customer volume or occupancy requires additional requirements under the building or fire codes occurs, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical and plumbing plans, construction material of work areas, and the type and model of proposed fixed equipment, cooking and refrigeration equipment, and facilities. The regulatory authority shall approve the plans and specifications if they meet the requirements of this article and of the rules adopted hereby. No food establishment, except a temporary food establishment, shall be constructed, remodeled or converted except in accordance with the plans and specifications approved by the regulatory authority. The regulatory authority shall inspect the food establishment, other than temporary establishments, prior to the start of operations to determine compliance with the approved plans and specifications and with the requirements of this article and the rules.

Sec. 12-29 through 12-34 Reserved for Future Use.

.....”

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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

this purpose.

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS ON THIS THE ____ DAY OF _____, 2025.**

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(09-5-2025: 4898-9678-1926, v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12, “MISCELLANEOUS OFFENSES AND PROVISIONS”, ARTICLE 20. “SALE OF ALCOHOLIC BEVERAGES”, BY REPEALING SAID ARTICLE IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW ARTICLE 20. “SALE OF ALCOHOLIC BEVERAGES”; AND PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 12, “Miscellaneous Offenses and Provisions”, Article 20. “Sale of Alcoholic Beverages” by repealing said Article in its entirety, including amendments thereto; and, replacing with a new Article 20, “Sale of Alcoholic Beverages”, to read as follows:

“CHAPTER 12-MISCELLANEOUS OFFENSES AND PROVISIONS

Article 20. Sale of Alcoholic Beverages.

.....

Sec. 12-199. Purpose.

The purpose of this article is to regulate the location, operation, and conduct of alcoholic beverage sales within the City of Duncanville to the full extent permitted by the Texas Alcoholic Beverage Code and other applicable state laws, and to preserve the health, safety, and welfare of residents.

Sec. 12-202. - City permit/revocation.

- (a) All persons, corporations, or associations selling alcoholic beverages within the City must obtain and maintain a valid permit or license issued by the Texas Alcoholic Beverage Commission (TABC). The City shall not require a duplicative local alcohol permit beyond what is authorized by state law. However, all establishments selling alcoholic beverages must also obtain a certificate of occupancy and comply with all applicable zoning, fire, building, and life-safety regulations enforced by the City.
- (b) The City shall not impose a duplicative local alcohol permit fee on premises licensed by TABC. Pursuant to § 437.0126 and § 437.01235, as amended, Health and Safety Code, the City may assess inspection or reinspection fees that are expressly authorized under state law, provided such fees do not exceed state limitations.
- (c) The permit or license issued by TABC shall be prima facie proof of the classification of the business and shall be the sole basis for determining the type of alcoholic beverage activity authorized within the City.
- (d) The following are exempt from the fee authorized in this article (as exempt from state permit and/or license requirements):
 - (1) Agent's, airline beverage, passenger train beverage, industrial, carrier's, private carrier's, private club registration, local cartage, storage, and temporary wine and beer retailer's permits;
 - (2) A wine and beer retailer's permit issued for a dining, buffet, or club car; and
 - (3) A mixed beverage license during the three-year period following the initial issuance of state license.
- (e) It shall be unlawful for any person to sell or engage in the sale of alcoholic beverages within the corporate limits of the city without holding a valid TABC permit or license, or while operating in violation of applicable zoning, certificate of occupancy, building, fire, or health and safety requirements enforced by the City pursuant to state law.
- (f) All fees assessed under this section shall be collected by the City in accordance with state law. The City shall not impose a duplicative local alcohol permit fee if such fee is prohibited under

§ 437.01235, Health and Safety Code. The City may, however, assess inspection or reinspection fees expressly authorized by § 437.0126, Health and Safety Code, provided such fees do not exceed state limitations. Any authorization or certificate issued by the City shall reflect zoning, building, and fire code compliance and shall not substitute for, or duplicate, a permit issued by the TABC. No City authorization is transferable.

- (g) All City authorizations related to zoning, building, and fire and life safety compliance for alcoholic beverage establishments shall remain in effect in accordance with the certificate of occupancy or other applicable approval, and shall run concurrently with the associated TABC permit or license. Such authorizations shall terminate automatically if the corresponding TABC permit or license is revoked, suspended, or not renewed.
- (h) The city council, after due notice and hearing, may revoke a certificate of occupancy or other City-issued authorization for an alcoholic beverage establishment for failure to comply with zoning, fire and life safety, building, or other applicable City ordinances, after receipt of written notice of noncompliance and failure to rectify such deficiencies within 30 days. In addition, the city attorney may notify the Texas Alcoholic Beverage Commission that the location is not in compliance with the City of Duncanville's ordinances and request that the Commission take appropriate action under the Texas Alcoholic Beverage Code. The remedies provided in this subsection are in addition to, and do not exclude, all other civil remedies and criminal penalties the City is entitled to pursue at law, in equity, or under any ordinance of the City of Duncanville.

Sec. 12-204. – Violation; penalty.

A permittee or licensee who sells an alcoholic beverage in violation of state law or in violation of this Article, including failure to comply with zoning, building, fire, life safety, or certificate of occupancy requirements, commits a misdemeanor and, upon conviction, shall be punished by a fine in accordance with applicable law, not to exceed \$2,000.

Any person, firm, or association violating any of the other provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine not to exceed \$2,000.

In addition to any other penalty imposed in this article or by state law,

the City may revoke or suspend a certificate of occupancy or other City authorization for an alcoholic beverage establishment, and may notify the Texas Alcoholic Beverage Commission that the location is not in compliance with the City of Duncanville's ordinances and request that the Commission take appropriate action under the Texas Alcoholic Beverage Code.

The remedies provided herein shall be deemed to be cumulative of all other remedies. Nothing in this section limits or restricts the TABC and/or the City from pursuing all charges, claims, and remedies available at law or equity in the enforcement of state law or municipal ordinances.

.....”

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS ON THIS THE _____ DAY OF _____, 2025.**

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(09-5-2025: 4935-7446-6406 , v.1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 20, “WATER, SEWER, AND SEWAGE DISPOSAL”, ARTICLE 9. “FATS, OILS, AND GREASE (FOG)”, BY REPEALING SECTION 20-127 (A)(1) AND (2) IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW ARTICLE 9. “FATS, OILS, AND GREASE (FOG)”; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 20, “Water, Sewer, and Sewage Disposal”, Article 9. “Fats, Oils, and Grease (Fog)”, Section 20-127(a)(1-2), “Installation and Maintenance Requirements”, by repealing said Section of said Chapter and Article; and, replacing with a new Chapter 20, “Water, Sewer, and Sewage Disposal”, Article 9. “Fats, Oils, and Grease (Fog)”, Section 20-127(a)(1-2), “Installation and Maintenance Requirements,” to read as follows:

**“CHAPTER 20-WATER, SEWER, AND SEWAGE
DISPOSAL**

Article 9. Fats, Oils, and Grease (Fog).

Sec. 20-127. Installation and maintenance requirements.

(a) *Installations.*

- (1) New facilities. Food processing and food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility where such facility did not previously exist, and when a food establishment’s service intensity increases due to menu or fixture changes, including when a higher customer volume or occupancy requires additional plumbing, building, or fire codes requirements, such facility shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with locally adopted plumbing codes or other applicable ordinances. Grease

traps/interceptors shall be installed and inspected prior to issuance of a new certificate of occupancy.

- (2) All grease trap/interceptor designs must be designed based on a then current completed TCEQ Worksheet for Grease Trap Sizing, as may be amended from time to time, which shall be submitted with the application for a building permit and CO.
- (3)
-”

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS ON THIS THE _____ DAY OF _____, 2025.**

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(09-05-2025: 4917-0426-6854 , v. 1)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, “FIRE PREVENTION AND PROTECTION”, ARTICLE IV. “FIRE CODE”, BY REPEALING ARTICLE IV. “FIRE CODE”, IN ITS ENTIRETY INCLUDING AMENDMENTS THERETO; AND, REPLACING WITH A NEW ARTICLE IV. “FIRE CODE” TO ADOPT THE PROVISIONS OF THE INTERNATIONAL FIRE CODE (IFC), 2021 EDITION, AS THE CITY OF DUNCANVILLE FIRE PREVENTION AND PROTECTION, AND THE AMENDMENTS THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Duncanville Code of Ordinances be, and the same is, hereby amended by amending Chapter 9, “Fire Prevention and Protection”, Article IV. “Fire Code”, by repealing said Article in its entirety, including amendments thereto; and, replacing with a new Chapter 9, “Fire Prevention and Protection”, Article IV. “Fire Code”, to read as follows:

“CHAPTER 9-FIRE PREVENTION AND PROTECTION

.....

Article IV. Fire Code.

Sec. 9-49. Adopted.

There is hereby adopted by the city for the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion, the certain codes and standards known as the International Fire Code, 2021 Edition, including all appendices, save and except such portions as are hereinafter deleted, modified or amended by section 9-51. A copy of said fire code and standards is now filed in the office of the city secretary, and is hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this article shall take effect, the provisions thereof shall be controlling within the limits of the city and within 5,000 feet thereof, where specified therein.

Sec. 9-50

Sec. 9-51. Amendments to the Fire Code.

The International Fire Code (IFC), 2021 Edition, as adopted by this article, is amended by amending, deleting, or adding the following sections, to wit:

**City of Duncanville Amendments to the
2021 International Fire Code**

[A] Section 102.1 Construction and design provisions.

The construction and design provisions of this code shall apply to:

1. Structures, facilities, and conditions arising after the adoption of this code.
2. Existing structures, facilities, and conditions not legally in existence at the time of adoption of this code.
3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.
4. Existing structures, facilities, and conditions that, in the opinion of the *fire code official*, constitute a distinct hazard to life or property.

[A] 105.3.3 Occupancy Prohibited before Approval.

The building or structure shall not be occupied prior to the fire code official issuing a permit when required, and conducting associated inspections indicating the applicable provisions of this code have been met.

[A] 105.6.25 Electronic access control systems.

Construction permits are required to install or modify an electronic access control system, as specified in Chapter 10. A separate construction permit is required for to install or modify a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

Section 107.3 Permit Valuations. *delete this section in its entirety.*

SECTION 202 GENERAL DEFINITIONS. *amend to add or change the following definitions, other definitions to remain;*

[BG] AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

[BG] ATRIUM. An opening connecting three or more stories...
{remaining text unchanged}

[B] DEFEND IN PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or *standby personnel* when required by the *fire code official*, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

FIREWORKS. Any device that can be used to produce or is intended to produce a striking display, such as light or noise or smoke, or a combination of those, by the combustion of explosive or flammable composition. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein.

Fireworks, 1.3G. Large Fireworks devices, which are *explosive materials*, intended for use in fireworks displays and designed to produce audible or visible effects by combustion, *deflagration* or *detonation*. Such 1.3G fireworks include, but are not limited to, firecrackers containing more than 130 milligrams (2 grains) of

explosive composition, aerial shells containing more than 40 grams of pyrotechnic composition and other display pieces which exceed the limits for classification as 1.4G fireworks. Such 1.3G fireworks are also described as Fireworks, UN 0335 by the DOTn.

Fireworks, 1.4G. Small fireworks devices containing restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion or *deflagration* that complies with the construction, chemical composition and labeling regulations of the DOTn for Fireworks, UN 0336, and the US Consumer Product Safety Commission as set forth in CPSC 16 CFR Parts 1500 and 1507.

HIGH-PILED COMBUSTIBLE STORAGE. Storage of combustible materials in closely packed piles or combustible materials on pallets, in racks, or on shelves where the top of storage is greater than 12 feet (3658 mm) in height. Where required by the *fire code official*, *high-piled combustible storage* also includes certain high-hazard commodities, such as rubber tires, Group A plastics, *flammable liquids*, idle pallets and similar commodities, where the top of storage is greater than 6 feet (1829 mm) in height. Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

[BG] HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel,

approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
 - Installing a new fire alarm control unit in addition to or in place of an existing one
 - Conversion from a horn system to an emergency voice/alarm communication system
 - Conversion from a conventional system to one that utilizes addressable or analog devices
- The following are not considered an upgrade or replacement:
- Firmware updates
 - Software updates
 - Replacing boards of the same model with chips utilizing the same or newer firmware

307.1.1 Prohibited Open Burning.

Open burning that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: Prescribed burning for the purpose of reducing the impact of wildland fire when authorized by the *fire code official*.

307.2 Permit Required.

A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.

3. Local written policies as established by the *fire code official*.

307.3 Extinguishment Authority.

When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, or when conditions have changed since the issuance of an open burning permit, the fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of the open burning operation.

307.4 Location.

The location for open burning shall not be less than 300 feet (91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91 440 mm) of any structure.

Exceptions: {No change.}

307.4.1 Bonfires.

A bonfire shall not be conducted within 50 feet (15 240 mm), or greater setback distance as determined by the fire code official, of a structure or combustible material, unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within the required setback of a structure shall be eliminated prior to ignition.

307.4.3 Portable outdoor fireplaces.

Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.

Exceptions:

1. Portable outdoor fireplaces used at one- and two-family *dwellings*.
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

307.4.4 Permanent Outdoor Firepit.

Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

307.5 Attendance.

Open burning, trench burns, bonfires, *recreational fires*, firepits, and use of portable or permanent outdoor fireplaces shall be constantly attended until the fire is extinguished. Not fewer than one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other *approved* on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose, or water truck, shall be available for immediate utilization.

308.1.4 Open-flame Cooking Devices. Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings where LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
2. Where buildings, balconies and decks are protected by an approved *automatic sprinkler system*, and LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2-1/2 pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an unmanned device containing an open flame or other heat source, such as but not limited to a *sky lantern*.

311.5 Placards. The *fire code official* is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 114 of this code relating to structural or interior hazards, as required by Section 311.5.1 through 311.5.5.

SECTION 319 MOBILE FOOD PREPARATION VEHICLES

319.1 General.

Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section. This section does not apply to mobile food vendors that hold a valid permit from the Texas Department of State Health Services and are exempt from local permitting under Texas Health and Safety Code §§ 437.0063 and 437B.

403.4 Group E Occupancies.

An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.4.1 through 403.4.3.

404.2.2 Fire safety plans. *add Number 4.10. to read as follows:*
4.10. Fire extinguishing system controls.

405.5 Time.

The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Exceptions:

1. {No change.}
2. {No change.}
3. Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.

501.4 Timing of Installation.

When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

503.1.1 Buildings and facilities. *add sentence to read as follows:*

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a 16 feet (3048 mm) wide unobstructed

pathway around the external walls of the structure.

503.2.1 Dimensions.

Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and *approved* signs are installed and maintained indicating the established vertical clearance when approved.

503.2.2 Authority.

The *fire code official* shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

503.2.3 Surface.

Fire apparatus access roads shall be designed and maintained to support imposed loads of 85,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

503.3 Marking.

Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced

not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

503.4 Obstruction of Fire Apparatus Access Roads.

Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and 503.2.2 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

505.1 Address Identification.

New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

507.4 Water Supply Test Date and Information.

The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official*, as required. The exact location of the static/residual hydrant and the flow hydrant

shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

507.5.4 Obstruction.

Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

509.1.2 Sign Requirements.

Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the *fire code official*. The letters shall be of a color that contrasts with the background.

605.4 Fuel oil storage systems.

Fuel oil storage systems shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the *International Mechanical Code* and Chapter 57.

605.4.1 Fuel oil storage in outside, above-ground tanks.

Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 Approval.

Outdoor fuel oil storage tanks shall be in accordance with UL 142 or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2 Fuel oil storage inside buildings.

Fuel oil storage inside buildings shall comply with [Sections 605.4.2.2](#) through 605.4.2.8 and Chapter 57.

605.4.2.1 Approval.

Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142 or UL 2085.

605.4.2.2 Quantity limits.

One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with [UL 80](#), [UL 142](#) or [UL 2085](#), and also listed as a double-wall/secondary containment tank for Class II liquids.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with [Section 903.3.1.1](#), where stored in a tank complying with [UL 142](#) or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.
3. 3,000 gallons (11 356 L) in buildings equipped with an *automatic sprinkler* system in accordance with [Section 903.3.1.1](#), where stored in protected above-ground tanks complying with [UL 2085](#) and [Section 5704.2.9.7](#). The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

807.5.2.2 Artwork in Corridors.

Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.2.3 Artwork in Classrooms.

Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

807.5.5.2 Artwork in Corridors.

Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall.

Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.5.3 Artwork in Classrooms.

Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

901.6.1.1 Standpipe Testing.

Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the

- roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
 4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.
 5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
 6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
 7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
 8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
 9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

901.6.4 False Alarms and Nuisance Alarms.

False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or

transmitted in any manner.

901.7 Systems Out of Service.

Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the shut down until the *fire protection system* has been returned to service. ... *{Remaining text unchanged}*

903.2 Where required.

Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

{delete exception}

903.2.4.2 Group F-1 distilled spirits.

An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>20% alcohol) in the fire area at any one time.

903.2.8 Group R

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R *fire area*.

Exception: Buildings with a valid Registration in the Duncanville Short Term Rental Program that are 6,000 square feet or less, contain five or fewer guest rooms, have 10 or fewer total occupants, that contain a monitored fire alarm system.

903.2.9.5 Self-Service Storage Facility.

An automatic sprinkler system shall be installed throughout all self-service storage facilities.

903.2.11.3 Buildings 35 feet or more in height.

An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1511 of the *International Building Code*, located 35 feet (10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

{Delete exception.}

903.2.11.7 High-Piled Combustible Storage.

For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms.

New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. ft.

An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code* where all of the following conditions apply:

- a. The structure is freestanding.
- b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators, or spaces used or occupied for anything other than motor vehicle parking.
- c. The structure does not exceed 3 stories.
- d. An approved fire apparatus access road is provided around the entire structure.

903.3.1.1.1 Exempt Locations.

When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ... *{text unchanged}* ... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.

4. Buildings with a valid Registration in the Duncanville Short Term Rental Program that are 6,000 square feet or less, contain five or fewer guest rooms, have 10 or fewer total occupants, that contain a monitored fire alarm system.
5. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

903.3.1.2 NFPA 13R sprinkler systems.

Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is 35 feet (10 668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is 35 feet (10 668 mm) or less below the lowest level of fire department vehicle access.

The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the *International Building Code* shall be measured from *grade plane*.

903.3.1.2.2 Corridors and balconies.

Sprinkler protection shall be provided in all corridors and for all balconies.

Section 903.3.1.2.3 Attached Garages and Attics.

Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.

4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1. Provide automatic sprinkler system protection.
 - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
 - 4.3. Construct the attic using noncombustible materials.
 - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
 - 4.5. Fill the attic with noncombustible insulation.

903.3.1.3 NFPA 13D Sprinkler Systems.

Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D and in accordance with state law.

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

903.3.5 Water supplies.

Water supplies for *automatic sprinkler systems* shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in

accordance with the requirements of this section and the *International Plumbing Code*. For connections to public waterworks systems, the water supply test used for design of *fire protection systems* shall be adjusted to account for seasonal and daily pressure fluctuations based on information from the water supply authority and as *approved* by the *fire code official*.

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective NFPA standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

903.4 Sprinkler system supervision and alarms.

Valves controlling the water supply for *automatic sprinkler systems*, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a *listed* fire alarm control unit.

Exceptions:

1. *Automatic sprinkler systems* protecting one- and two-family dwellings.
2. Limited area sprinkler systems in accordance with Section 903.3.8.
3. *Automatic sprinkler systems* installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the *automatic sprinkler system*, and a separate shutoff valve for the *automatic sprinkler system* is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Control valves to commercial kitchen hoods, paint spray booths, or dip tanks that are sealed or locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, preaction, and deluge sprinkler systems that are sealed or locked in the open position.
8. Underground key or hub gate valves in roadway boxes.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

903.4.2 Alarms.

An *approved* audible device, located on the exterior of the building in an *approved* location, shall be connected to each *automatic sprinkler system*. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system.

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

905.3.9 Buildings Exceeding 10,000 sq. ft.

In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60 960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

905.4 Location of Class 1 standpipe hose connections.

Class 1 standpipe hose connections shall be provided in all of the following locations:

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the *fire code official*.

Exception: {No change.}

2. {No change.}

3. In every *exit passageway*, at the entrance from the *exit passageway* to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an exit stairway hose connection by a ...{remainder

of text unchanged}...

4. {No change.}
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

905.8 Dry standpipes.

Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

905.9 Valve supervision.

Valves controlling water supplies shall be supervised in the open position so that a change in the normal position of the valve will generate a supervisory signal at the supervising station required by Section 903.4. Where a fire alarm system is provided, a signal shall be transmitted to the control unit.

Exceptions:

1. Valves to underground key or hub valves in roadway boxes do not require supervision.
2. Valves locked in the normal position and inspected as provided in this code in buildings not equipped with a fire alarm system.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

Section 906.1 Where required. *{delete all of Exception 3 of*

subsection 1}

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

907.2.1 Group A.

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons, or where the occupant load is more than 100 persons above or below the lowest *level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and;
2. Stop any conflicting or confusing sounds and visual distractions.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

907.2.3 Group E.

A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. A manual fire alarm system shall not be required in Group E occupancies with an *occupant load* of 50 or less.
2. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that the activation of the manual fire alarm system initiates an *approved* occupant notification signal in accordance with Section 907.5.
- 2.1 Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

.....

907.2.10 Group S.

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: *{No change.}*

Section 907.2.13 High-rise buildings. *Change exception #3 to read as follows:*

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

907.4.2.7 Type.

Manual alarm initiating devices shall be an approved double action type.

907.6.1.1 Wiring Installation.

All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of

other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

Section 907.6.3 Initiating device identification.

The fire alarm system shall identify the specific initiating device address, location, device type, floor level where applicable, and status including indication of normal, alarm, trouble, and supervisory status, as appropriate.

.....

Section 907.6.6 Monitoring.

Fire alarm systems required by this chapter or by the *International Building Code* shall be monitored by an *approved* supervising station in accordance with NFPA 72. See 907.6.3 for the required information transmitted to the supervising station.

Exceptions: {No change.}

Section 910.2 Where required.

Smoke and heat vents or a mechanical smoke removal system shall be installed as required by Sections 910.2.1 and 910.2.2.

Exceptions:

1. Frozen food warehouses used solely for storage of Class 1 and 2 commodities where protected by an *approved automatic sprinkler system*.
2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall not be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m \cdot S)^{1/2}$ or less that

are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

910.2.3 Group H.

Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

910.4.3.1 Makeup Air.

Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

912.2.3 Hydrant Distance.

An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

Section 913.2.1 Protection of fire pump rooms.

Rooms where fire pumps are located shall be separated from all other areas of the building in accordance with Section 913.2.1 of the *International Building Code*. When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire

pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by Section 506.1.

914.3.1.2 Water Supply to required Fire Pumps.

In all buildings that are more than 120 feet (36.6 m) in *building height*, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: When *approved*, two connections to the same main shall be permitted provided that the main is valved such that an interruption can be isolated so that the water supply will continue without interruption through not fewer than one of those connections.

[BE] 1006.2.1 Egress based on occupant load and common path of egress travel distance.

Two *exits* or *exit access doorways* from any space shall be provided where the design *occupant load* or the *common path of egress travel* distance exceeds the values listed in Table 1006.2.1. The cumulative *occupant load* from adjacent rooms, areas, or spaces shall be determined in accordance with Section 1004.2.

Exceptions:

1. The number of *exits* from foyers, lobbies, vestibules, or similar spaces need not be based on cumulative occupant loads for areas discharging through such spaces, but the capacity of the exits from such spaces shall be based on applicable cumulative occupant loads.
2. Care suites in Group I-2 occupancies complying with Section 407.4 of the *International Building Code*.
3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

[BE] Section 1009.8 Two-way communication.

A two-way communication system complying with Sections 1009.8.1 and 1009.8.2 shall be provided at the landing serving each elevator or bank of elevators on each accessible floor that is one or

more stories above or below the *level of exit discharge*.

Exceptions:

1. *through 6. {No change.}*

7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

[BE] 1010.2.5 Bolt locks.

Manually operated flush bolts or surface bolts are not permitted.

Exceptions:

1. *{No change.}*

2. *{No change.}*

3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M, or S occupancy, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf. The inactive leaf shall not contain doorknobs, panic bars, or similar operating hardware.

4. Where a pair of doors serves a Group B, F, M, or S occupancy, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf provided that such inactive leaf is not needed to meet egress capacity requirements and the building is equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1. The inactive leaf shall not contain doorknobs, panic bars, or similar operating hardware.

5. *{No change.}*

[BE] 1030.1.1.1 Spaces under grandstands and bleachers.

Spaces under *grandstands* or *bleachers* shall be separated by *fire barriers* complying with Section 707 of the *International Building Code* with not less than 1-hour fire-resistance-rated construction.

Exceptions:

1. *through 3. {No change.}*

4. Where alternate means or methods are submitted to and approved by the Building and Fire Officials.

1032.2 Reliability.

Required *exit accesses*, *exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency. An *exit* or *exit passageway* shall not be used for any purpose that interferes with a *means of egress*.

Section 1103.3 Existing Elevators.

In other than Group R-3, existing elevators, escalators, and moving walks shall comply with the requirements of Sections 1103.3.1 and 1103.3.2. Provide emergency signage as required by Section 604.4.

Section 1103.5 Sprinkler systems.

An *automatic sprinkler system* shall be provided in existing buildings in accordance with Sections 1103.5.1 through 1103.5.6 when the building undergoes a Level 2 or Level 3 renovation involving at least 30% of the building's square footage or value, or when the building's classification, use, or occupancy load changes.

1103.5.6 Spray Booths and Rooms.

Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

1103.7.7 Fire Alarm System Design Standards.

Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

1203.1.3 Installation.

Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

1203.1.5 Load duration.

Emergency power systems and standby power systems shall be designed to provide the required power for a minimum duration of 2 hours without being refueled or recharged, unless specified otherwise in this code.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

1203.1.10 Critical Operations Power Systems (COPS).

For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

1203.2 Where Required.

Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.26 or elsewhere identified in this code or any other referenced code.

1203.2.4 Emergency Voice/alarm Communications Systems.

Standby power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered Malls exceeding 50,000 square feet aggregate floor area; IBC 907.2.20 and 914.2

Open Malls with anchor stores exceeding 75,000 square feet; IBC 907.2.20 and 914.2

Group A Occupancies with an occupant load of more than 1,000; IBC 907.2.1 and 907.5.2.2

Special Amusement Areas; IBC 907.2.12 and 914.7

Group E Occupancies with an occupant load of 30 or more; IBC 907.2.3.2

High-rise Buildings; IBC 907.2.13 and 914.3

Detention and Correctional Facilities; IBC 907.2.6.2

Atriums; IBC 907.2.14 and 914.4

Deep Underground Buildings; IBC 907.2.19 and 914.5

1203.2.15 Means of Egress Illumination.

Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

1203.2.16 Membrane Structures.

Emergency power shall be provided for *exit* signs in temporary tents

and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

1203.2.18 Smoke Control Systems.

Standby power shall be provided for smoke control systems in the following occupancies, and as specified elsewhere in this code, as required in Section 909.11:

Covered Mall Building, *International Building Code*, Section 402.7

Atriums, *International Building Code*, Section 404.7

Underground Buildings, *International Building Code*, Section 405.8

Group I-3, *International Building Code*, Section 408.4.2

Stages, *International Building Code*, Section 410

Special Amusement Areas (as applicable to Group A's),

International Building Code, Section 411

Smoke Protected Seating, Section 1030.6.2

1203.2.20 Covered and Open Mall Buildings.

Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.

1203.2.21 Airport Traffic Control Towers.

A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

1203.2.22 Smokeproof Enclosures and Stair Pressurization Alternative.

Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.7.2.

1203.2.23 Elevator Pressurization.

Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

1203.2.24 Elimination of Smoke Dampers in Shaft Penetrations.

Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the *International Building Code*, Section 717.5.3, exception 2.3.

1203.2.25 Common Exhaust Systems for Clothes Dryers.

Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the *International Mechanical Code*, Section 504.11, Item 7.

1203.2.26 Means of Egress Illumination in Existing Buildings.

Emergency power shall be provided for *means of egress* illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

2304.1 Supervision of Dispensing.

The dispensing of fuel at motor fuel-dispensing facilities shall be in accordance with the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

2401.2 Scope. *delete this section in its entirety.*

3103.3.1 Special amusement area. *delete this section in its entirety.*

Table 3206.2 GENERAL FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS, Footnote h

h. Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) ¹/₂ or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

Table 3206.2 GENERAL FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS, Footnote j

add footnote j to row titled 'High Hazard' and 'Greater than 300,000' to read as follows:

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the *International Building Code* shall be used to divide high-piled storage exceeding 500,000 square feet in area.

Section 3311.1 Required access.

Approved vehicle access for firefighting and emergency response shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 50 feet (15 240 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign.

5601.1.3 Fireworks.

The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, the storage and handling of fireworks as allowed in Section 5604 and 5608.
2. The use of fireworks for approved fireworks displays as allowed in Section 5608.

5703.6 Piping systems.

Piping systems, and their component parts, for *flammable* and *combustible liquids* shall be in accordance with Sections 5703.6.1 through 5703.4.11 An *approved* method of secondary containment shall be provided for underground tank and piping systems.

5704.2.11.4 Leak Prevention.

Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An *approved* method of secondary containment shall be provided for underground tank and piping systems.

5704.2.11.4.2 Leak Detection.

Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

5704.2.11.4.3 Observation Wells.

Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

5707.4 Mobile fueling areas.

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies.

Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

6104.2 Maximum capacity within established limits.

Within the limits established by law restricting the storage of liquified petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of

Exceptions:

1. In particular installations, this capacity limit shall be determined

by the *fire code official*, after consideration of special features such as topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed LP-gas containers, degree of fire protection to be provided, and capabilities of the local fire department.

2. Except as permitted in Sections 308 and 6104.3.3, LP-gas containers are not permitted in residential areas.
3. Except as to the extent allowed by State Law.

6104.3.3 Spas, Pool Heaters, and Other Listed Devices.

Where natural gas service is not available, an LP-gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception: Lots where LP-gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.

6107.4 Protecting Containers from Vehicles.

Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with NFPA 58 and Section 312.

6109.13 Protection of Containers.

LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

Delete Exception.

APPENDIX B FIRE-FLOW REQUIREMENTS FOR BUILDINGS

TABLE B105.2 REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES,

Footnote a

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

APPENDIX D FIRE APPARATUS ACCESS ROADS

D102.1 Access and loading.

Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to 85,000 pounds (38 556 kg).

D103.4 Dead ends.

Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

TABLE D103.4**REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0–150	24	None required
151–500	24	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501–750	26	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

D103.5 Fire apparatus access road gates.

Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 24 feet (7316 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

2. Gates shall be of the horizontal swing, horizontal slide, vertical lift, or vertical pivot type.
3. Construction of gates shall be of materials that allow

D103.6 Marking.

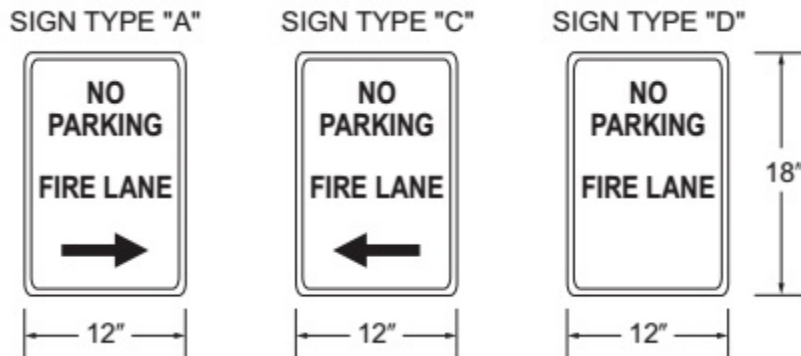
Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

D103.6.1 Striping

Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

D103.6.2 Signs

Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.



**FIGURE D103.6
FIRE LANE SIGNS**

D104.3 Remoteness.

Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

D105.3 Proximity to building.

Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be *approved* by the *fire code official*.

D106.3 Remoteness.

Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

D107.2 Remoteness.

Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as *approved* by the *fire code official*.

APPENDIX L REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHMENT SYSTEMS**L101.1 Scope.**

Fire fighter air replenishment systems (FARS) shall be provided in accordance with this appendix in new buildings when any of the following conditions occur:

1. Any new building 5 or more stories in height.
2. Any new building with 2 or more floors below grade.
3. Any new building 500,000 square feet or more in size.

Each stairwell shall have a supply riser. SCBA fill panels shall be located on odd numbered floors commencing at the first level in the

primary stairwell and on even numbered floors commencing at level 2 in the remaining stairwells. Fill panels in buildings over 500,000 square feet shall be located adjacent to each standpipe connection.

Section L104.14 External mobile air connection.

An external mobile air connection shall be provided for fire department mobile air apparatus where required by Section L104.5 to supply the system with breathing air. The external mobile air connection shall be located with approved separation from the Fire Department Connection (FDC) to allow functionality of both devices by first responders; shall be visible from and within 50 ft. of a fire apparatus access road along an unobstructed path; and shall be located in an approved signed, secured cabinet.

.....”

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

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

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

SECTION 5. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
DUNCANVILLE, TEXAS ON THIS THE ____ DAY OF _____, 2025.**

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(09-05-2025: 4935-8016-1887, v.1)



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Bureau Veritas North America, Inc. for third-party inspection services through Choice Partners Contract 24/053TC-01 for a one-year term with a renewal option for three additional one-year terms in a contract amount not to exceed \$55,000.00.

Vision Statement:

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

Pillar:

Develop: Infrastructure Improvement Strategy

- **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

**Matt Bryant
Joshua McConnell**

BACKGROUND/HISTORY:

The City has adopted ordinances and building codes that establish standards for the construction, repair, maintenance, and upkeep of commercial and residential properties. The Building Inspections Division ensures that property improvement projects are safe and comply with these codes. To achieve this, they inspect for potential hazards and unsafe construction practices. Ensuring that improvement projects meet the minimum building code standards of safety reduces the risk of fire, structural collapse, and other issues that could lead to costly repairs.

Hiring a third-party to perform building code inspections as needed is crucial to ensure inspections can be conducted promptly during staff absence. Bureau Veritas’ inspectors are highly qualified and capable of performing various inspections. Some of the

inspection types for which we will be using their services include (see Pricing/Rate Sheet – Attachment 2):

- Commercial and Multi-Family Construction
- Construction or Improvement of a Residential Dwelling
- Alterations/Additions/Improvements for Residential Construction, including but not limited to:
 - Mechanical, Electrical, Plumbing, or Gas Systems
 - Accessory Structures
 - Fences
 - Pools

POLICY EXPLANATION:

City Council is requested to approve a contract with Bureau Veritas, not exceeding \$55,000.00. The estimated expenditures per fiscal year are \$10,000.00 for the remainder of FY2025-2026 and \$45,000.00 over fiscal years 2026-2027 through 2028-2029, subject to future appropriations, as outlined below. This authorization shall cover all concrete paving services for the next four years.

FY2025-2026: \$10,000.00

FY2026-2027: \$15,000.00

FY2027-2028: \$15,000.00

FY2028-2029: \$15,000.00

The existing agreement with the Choice Partners expires on August 20, 2026. This agreement includes an option for three additional one-year renewals. The contract is anticipated to be renewed before the expiration date. However, if it is not renewed, staff will request the City Council's approval of a new agreement for third-party inspections.

FUNDING SOURCE:

ORG and Object Number

01036100-700450 (Building Inspections/Contractual Services)

Available Budget	Purchase Amount	After Encumber
\$20,322.00	\$10,000.00	\$10,322.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Attachment 1A - Bureau Veritas Contract, Attachment 1B - Amendment 1, Attachment

1C - Amendment 2, Attachment 2 - Price Sheet, Resolution - Bureau Veritas Third-Party Inspections

EXECUTION OF OFFER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and the Agreement and certifies:

1. It is a responsible company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement. *See 2 CFR § 200.318(h).*
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Proposer acknowledges that HCDE will rely on such statements, information, and representations in selecting the successful responsible Proposer(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. Submission of a proposal indicates the Proposer's acceptance of the evaluation technique and the Proposer's recognition that some subjective judgments may be made by HCDE and its membership as part of the evaluation.
7. That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted in the proposal.
8. The individual signing below has authority to enter into this on behalf of Proposer.
9. Proposer acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
10. This Agreement is subject to purchase orders duly authorized and executed by HCDE and or CP Member.

CORPORATE NAME:	Bureau Veritas North America, Inc.		
AUTHORIZED SIGNATURE:	Van Tran Digitally signed by Van Tran Date: 2024.06.26 16:24:05 -07'00'		
PRINT NAME:	Van Tran, C.B.O.		
TITLE:	Vice-President – Facilities Division, Central & East Region		
DATE:	6/27/2024		
ADDRESS:	1000 Jupiter Road, Suite 900		
CITY, STATE, ZIP CODE:	Plano, TX 75074		
PHONE:	214.876.6855	FAX:	800.910.8242
EMAIL ADDRESS:	van.tran@bureauveritas.com		
WEBSITE URL	www.bvna.com		

This Section to be Completed by HCDE

Contract Number: 24/053TC-01 Term of contract: 8/21/2024 to 8/20/2025

Vendor shall honor all CP Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

Approved by Harris County Department of Education as a best value, responsible vendor:


Jesus Amezcua (Aug 21, 2024 23:52 CDT)

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services

8/21/2024

Board Approval Date

5.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this RFP and are part of the terms and conditions of each Purchase Order or proposal forms issued in connection with this RFP. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS, REDLINED IN "RED" AND UPLOADED INTO THE RESPONSE ATTACHMENTS SECTION OF THE EBID SUBMISSION.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by HCDE/CP and eliminated from further consideration.

CONTRACT BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION AND ("VENDOR") FOR THIRD PARTY CODE INSPECTION SERVICES

This Contract is entered into between HCDE/CP and Vendor, having submitted a proposal in response to this RFP issued by HCDE/CP and whose proposal has been accepted and awarded by HCDE. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCDE/CP and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

5.1 Definitions

The terms used in this Contract shall have the meanings assigned to them in **Section 1.0 Notice of Intent** of the RFP.

5.2 Use of Contract by CP members

Vendor agrees and understands that this RFP and Contract may be used to accomplish work for HCDE/CP, a local governmental entity. Vendor further agrees and understands that this RFP and Contract may also be utilized by CP members pursuant to the piggyback method, as contemplated in the U.S. Department of Agriculture Memorandum SFSP02-2017. Vendor agrees and understands that CP members include "school food authorities," as that term is defined by USDA/TDA.

5.3 Contract Terms; Amendment

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the CP member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by HCDE/CP and, if necessary, the CP member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the HCDE Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.4 Term of Contract; Renewal of Contract

The initial term of this Contract is for a period of one (1) year, with HCDE/CP having the option to renew the Contract for four (4) additional one-year terms, at HCDE's sole discretion, unless otherwise specified in Section 6.0 Scope of Proposal. Consequently, the total term of the Contract may be for a period of five (5) years. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

5.5 Termination of Contract; Survival

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of HCDE/CP and Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by HCDE and/or CP members and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and a CP member, all terms of this Contract shall continue to apply to the Supplemental Contract.

In the event of a breach or default of the Contract and/or the RFP by Vendor, HCDE/CP reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of HCDE/CP and/or CP members. HCDE/CP further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the RFP. HCDE/CP also reserves the right to terminate the Contract immediately, with written notice to Vendor, if HCDE/CP believes, in its sole discretion that it is in the best interest of HCDE/CP and/or CP members to do so.

In the event that a material change to the terms of the Contract occurs, then the Contract shall be allowed to expire and shall not be renewed upon the conclusion of the Contract's term. The phrase "material change" in this paragraph shall mean a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor. Upon the expiration of the Contract's term, HCDE/CP may issue a new RFP for the goods or services procured under the previous contract.

Vendor agrees that HCDE/CP shall not be liable for damages in the event that HCDE/CP declares Vendor to be in default or breach of this Contract and/or the RFP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

5.6 Prevailing Wage Rates – Construction/Public Works projects only

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, TEX. GOV'T. CODE Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the DAVIS-BACON ACT. In the event TEX. GOV'T. CODE Chapter 2258 applies to a product or service provided by Vendor to HCDE/CP or a CP member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by HCDE/CP or the CP member.

5.7 Change Orders

Pursuant to TEX. EDUC. CODE § 44.0411(a), for HCDE/CP and CP members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Purchase Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the CP member may approve change orders making the changes. The total Purchase Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The CP member may grant general authority to an administrative official to approve the change orders. A Purchase Order with an original contract price of \$1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

5.8 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws; minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5); the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60); the McNamara-O'Hara Service Contract Act (41 U.S.C. 351); Section 306 of the Clean Air Act (42 U.S.C. § 1857h); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15); the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5); the Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of \$10,000); the Education Department General Administrative Regulations ("EDGAR")/Uniform Guidance (2 C.F.R. Part 200); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of

federal funds to HCDE/CP and/or CP members, including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with HCDE/CP if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the CP member at cost as part of the Purchase Order, unless the permits are provided by the CP member. For the entire duration of this Contract, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the CP member's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. The states of individual CP members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements. When required or requested by HCDE/CP or a CP member, Vendor shall furnish HCDE/CP and/or the CP member with satisfactory proof of Vendor's compliance with this provision.

5.9 Confidentiality

Vendor and HCDE/CP agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and HCDE/CP understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that HCDE/CP and numerous CP members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability HCDE/CP and CP members, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, HCDE, or a CP member and determined by HCDE/CP or the CP member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

5.10 Performance and Payment Bonds – Construction/Public Works projects only

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. TEX. GOV'T. CODE § 2253.001(4). Pursuant to TEX. GOV'T. CODE § 2253.021, a performance bond is required if a Purchase Order is in excess of \$100,000 for CP members that are governmental entities subject to Chapter 2253; a payment bond is required if a Purchase Order is in excess of \$25,000 for CP members that are governmental entities subject to Chapter 2253 and are not municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code, and a payment bond is required if a Purchase Order is in excess of \$50,000 for CP members that are governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the TEX. TRANSP. CODE.

5.11 Title and Risk of Loss

Whenever HCDE/CP or a CP member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of HCDE/CP or the CP member's acceptance of the product or payment of the applicable invoice.

5.12 Warranty Conditions

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's or the CP member's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the RFP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the RFP, or Purchase Order.

5.13 Criminal History Review

Section 10.0 Attachment—Ch. 22 Contractor Certification: Contractor Employees (Required) must be submitted with packet, if applicable.

Prior to commencing any work under the Contract, if Vendor contracts with HCDE/CP member to provide services, Vendor must comply with all requirements relating to criminal history information required by TEX. EDUC. CODE Chapter 22. Vendor must also ensure subcontractors' compliance with TEX. EDUC. CODE, Chapter 22 requirements. Covered employees with disqualifying criminal history are prohibited from serving at HCDE/CP member locations; Vendor and any subcontracting entity may not permit a "covered employee" to provide services at a school if the employee has a "disqualifying criminal history" (as those terms are defined within the form). If Vendor receives information that a covered employee has a reported disqualifying criminal history, then Vendor will immediately remove the covered employee from the project/contract and notify HCDE/CP member in writing within three (3) business days. If HCDE/CP member, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by HCDE/CP member through the procurement and/or contracting processes, Vendor (and each subcontractor) agrees to discontinue using that covered employee to provide services on HCDE/CP member's project/contract. The criminal history record information review obligation applies if Vendor contracts with HCDE/CP member to provide services; it does not apply to a contract for the purchase of goods or real estate.

5.14 Customer Support

Vendor shall provide timely and accurate technical advice and sales support to HCDE/CP staff, and CP members. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to HCDE/CP staff and/or CP members regarding products and/or services supplied by Vendor, at no additional charge, if requested by HCDE/CP or a CP member.

5.15 HCDE/CP and/or CP members' Property

In the event of loss, damage, or destruction of any property owned by or loaned by HCDE/CP or a CP member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify HCDE/CP or the CP member and pay to HCDE/CP or the CP member the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of HCDE's or the CP member's determination of the amount due. If Vendor fails to make timely payment, HCDE/CP or the CP member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by HCDE/CP or the CP member.

5.16 Tax Exempt Status

HCDE/CP and all CP members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE§ 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of CP members in states other than Texas. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. HCDE/CP and CP members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

5.17 Other State Tax Requirements**5.17.1 Payment of Taxes by CP members Outside of Texas**

CP members outside of Texas will pay only the rate and/or amount of taxes identified in Vendor's proposal submitted in response to the RFP as appropriate to the specific CP member.

5.17.2 State and Local Transaction Privilege Taxes

The CP member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Vendor, as the seller, to remit. Failure to remit taxes from HCDE/CP and/or the CP member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

5.18 State of Texas Franchise Tax

By submitting a proposal in response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

5.19 Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold HCDE/CP and the CP member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

5.20 IRS W-9

To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with the CP member.

5.21 Assignment of Contract

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of HCDE/CP and, if applicable, the CP member.

5.22 Notification of Material Change

Vendor is required to notify HCDE/CP when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

5.23 Performance

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

5.24 Subcontractors

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to HCDE/CP and CP members for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between HCDE/CP and any such subcontractor, nor shall it create any obligation on the part of HCDE/CP or CP members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

5.25 Non-Appropriation

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on HCDE/CP or any CP member by this Contract, HCDE/CP and CP members shall have the right to terminate this Contract, any Supplemental Contract, or Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of HCDE/CP or any CP member if it is determined by HCDE/CP or any CP member, at their sole discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order. The parties agree that this Contract, any Supplemental Contract, and/or any Purchase Order are commitments of the current revenue of HCDE/CP and CP members only.

5.26 Ordering Procedures

Purchase Orders are issued by HCDE/CP and/or CP members to the Vendor according to this Contract and any Supplemental Contract between HCDE/CP and the CP member. CP members must send Purchase Orders to HCDE/CP, unless otherwise stipulated by HCDE/CP. HCDE/CP may request confirmation of receipt of the Purchase Order from Vendor.

HCDE/CP also may elect to require e-commerce functionality, in which Purchase Orders are sent directly to Vendor and reported by the CP member to HCDE/CP on a specified basis. The e-commerce approach must be approved by HCDE/CP prior to the start date of any Term of the Contract.

5.27 Invoices; Payments

5.27.1 Invoice Submission

Vendor shall submit invoices, in duplicate, directly to HCDE/CP or the CP member at the appropriate location(s) specified by HCDE/CP or the CP member. Each invoice shall include HCDE's or the CP member's Purchase Order number and HCDE/CP Contract Number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during HCDE's or the CP member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of HCDE's or the CP member's receipt shall be made available upon request by HCDE/CP or the CP member.

5.27.2 Invoice Payment

HCDE/CP or the CP member will make payments directly to Vendor. HCDE/CP or the CP member placing the Purchase Order with Vendor shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor. Neither HCDE/CP nor any CP member shall be liable for the indebtedness of any one CP member.

5.27.3 Payment Terms

TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by HCDE/CP and any CP member whose governing body meets only once a month or less frequently, within forty-five (45) days after the later of the following: (1) the date HCDE/CP or the CP member receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date HCDE/CP or the CP member receives an invoice for the products or service. For CP members whose governing bodies meet more than once a month or more often, payments are due by those CP members within thirty (30) days after the later of the following: (1) the date the CP member receives product(s) under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the CP member receives an invoice for product(s) or service(s). Vendor agrees to pay any subcontractors the appropriate share of the payment received from HCDE/CP or the CP member not later than the tenth (10th) day after the date the Vendor receives the payment from HCDE/CP or the CP member.

The exceptions to payments made by HCDE, a CP member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

5.27.4 Remedies

In addition to all other rights and remedies that HCDE may have, HCDE shall have the right to setoff, against any and all amounts due to Vendor by HCDE, whether due under this Contract or any other agreement between HCDE (including any division of HCDE) and Vendor, any sums for which HCDE is entitled to under this Contract, as determined by HCDE in its sole discretion, including, without limitation, sums due by Vendor to HCDE as a result of indemnification obligations, warranty claims, and/or HCDE/CP Administrative Fee(s).

5.28 Reporting

The Vendor shall provide HCDE/CP with a detailed monthly report showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel format, in the format and with the information specified by HCDE/CP. Reports are due on the fifteenth (15) day of the month, after the close of the previous month and shall provide information regarding Purchase Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all CP members and submitting one (1) consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order, Purchase Order number, CP member name, city/town, and Purchase Order total dollar amount.

The Vendor shall provide HCDE/CP with velocity/usage reports within five (5) business days of any request by HCDE/CP for such reports.

Reports shall be submitted in an electronic format to supplyreporting@choicepartners.org or if food related to foodreporting@choicepartners.org.

5.29 Pricing Changes

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. In the event Proposer's prices will be adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, Proposer must indicate such in its proposal. Indicate any list price adjustment Vendor intends on providing during the Term of this Contract and on what it is based. For example: CPI, MSRP, Price List, Website Pricing. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All pricing submitted to HCDE/CP in Vendor's proposal shall include the administrative fee to be remitted to HCDE/CP by Vendor. It is Vendor's responsibility to keep all pricing up-to-date and on file with HCDE/CP. For all pricing changes, including at renewal and during the Term, all price changes shall be presented to HCDE/CP for acceptance or rejection by HCDE/CP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by HCDE/CP prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- 5.29.1 justification for change/increase
- 5.29.2 terms and conditions
- 5.29.3 market conditions
- 5.29.4 manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

5.30 HCDE/CP Administrative Fee

HCDE/CP will invoice Vendor for the HCDE/CP Administrative Fee of 2%. The invoice for the Administrative Fee will be based on total sales made through this Contract. Vendor shall remit payment of the HCDE/CP Fee to HCDE/CP no later than **thirty (30)** days following the end of the month. Failure to pay the HCDE/CP Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in HCDE/CP suspending or terminating this Contract. Vendor shall honor and pay HCDE/CP the HCDE/CP Administrative Fee for any sales resulting from this Contract that occurred within **thirty (30) days** of the expiration or termination of this Contract. All rebates, discounts, and other applicable credits granted by Vendor as a result of any Supplemental Contracts entered into between Vendor and CP members shall accrue exclusively to CP member(s).

5.31 Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to HCDE/CP and/or CP members under this Contract. These records and accounts shall be retained by Vendor and made available for review and copying by HCDE/CP and CP members for a period of **not less than three (3) years** from the date of completion of the service(s), receipt of product(s), the date of the receipt by HCDE/CP or the CP member of Vendor's final invoice or claim for payment in connection with this Contract, or the date HCDE/CP or the CP member makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 Right to Review, Audit and Inspect

HCDE/CP, CP members, any federal agency that has awarded federal funds/grant(s) to HCDE/CP or a CP member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this Contract and records which may have a bearing on matters in connection with the Vendor's work for HCDE/CP and/or CP members, and shall be open to inspection and subject to audit/review and/or reproduction by HCDE/CP, CP member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

5.32.1 Vendor's compliance with this Contract and the requirements of the RFP.

5.32.2 Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for HCDE/CP and/or CP members.

5.32.3 Compliance with provisions for computing billings to HCDE/CP and/or to CP members.

5.32.4 Any other matter related to this Contract.

5.33 Indemnification

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE/CP AND EACH CP MEMBER, INCLUDING HCDE'S AND CP MEMBERS' TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY HCDE/CP OR THE CP MEMBER.

5.34 Governing Law and Exclusive Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving HCDE/CP must be brought exclusively in the state and federal courts located in Houston, Harris County, Texas. Any dispute not involving HCDE/CP but involving a CP member and Vendor shall be governed by the laws of the state of the CP member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the CP member.

5.35 Multiple Contract Awards; Non-Exclusivity

HCDE/CP reserves the right to award multiple contracts under the RFP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of HCDE/CP. HCDE/CP will base a recommendation for contract award, including whether to award a single or multiple contracts, based on the evaluation factors listed in this RFP; contracts will be awarded to proposers with a minimum score of 70 to be considered for award.⁵ Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to HCDE/CP and/or CP members. During the Term of this Contract, HCDE/CP and CP members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. If a vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.36 New Products

New products that meet the specifications detailed in the RFP may be added to this Contract, with prior written approval from HCDE/CP. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the

products meet the requirements of the RFP. No products may be added to avoid competitive procurement procedures. HCDE/CP may reject any proposed additions, without cause, in its sole discretion.

5.37 No Substitution; Product Recall

Any Purchase Order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and the RFP. Vendor shall not deliver substitutes without prior written authorization from HCDE/CP or the CP member.

If a product recall is instituted on any good that has been furnished and delivered to HCDE/CP or any CP member, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the purchasing agent of HCDE/CP and the purchasing CP member by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact the Director of Purchasing of HCDE/CP and the purchasing CP member. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

5.38 Penalties

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, the RFP, or a Supplemental Contract, HCDE/CP or the CP member may take the following action(s), in the sole discretion of HCDE/CP or the CP member, and Vendor agrees to comply with the chosen action(s):

- 5.38.1** Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal or the Supplemental Contract, as applicable;
- 5.38.2** Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal, as determined by HCDE/CP or the CP member;
- 5.38.3** Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or
- 5.38.4** Recommend to HCDE Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to HCDE/CP and/or that this Contract be terminated.

5.39 Promotion of Contract Marketing Plan

The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. HCDE/CP may only supply Vendor with CP members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of HCDE/CP and Vendor's company, product, and/or services shall be at HCDE/CP's sole discretion. Encouraging CP members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract. For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the CP seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to HCDE/CP and obtain written approval before Vendor finalizes or publishes promotional material bearing the HCDE/CP or HCDE/CP name or seal. Vendor may not release any press release or other publication regarding this Contract or HCDE/CP unless and until HCDE/CP first approves the press release or publication in writing.

5.40 Website Support

Vendor agrees to cooperate with HCDE/CP in publicizing contract particulars on the CP website. Vendor also agrees to work with HCDE/CP in updating and maintaining current information on Vendor activities related to the Contract on the CP website. Vendor agrees to provide an electronic version of its logo for use on the CP website upon Contract award and provide other information as reasonably requested by HCDE/CP to help ensure that the CP website is current and consistently updated.

5.41 Safety

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this

Contract, including, without limitation, those promulgated by HCDE/CP, CP members, and by the Occupational Safety and Health Administration (“OSHA”). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by HCDE/CP or CP members. Vendor shall indemnify and hold HCDE/CP and/or the CP member harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor’s obligations under this provision.

5.42 Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor’s employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE/CP and CP members’ property, nor may such workers be intoxicated or under the influence of alcohol or drugs on HCDE/CP and CP members’ property.

5.43 Supplemental Contracts

A CP member and Vendor may enter into a separate, Supplemental Contract. Any Supplemental Contract developed as a result of this Contract and/or the RFP is exclusively between the CP member and Vendor and shall have no effect or impact on HCDE, any other CP member, or this Contract. Any Supplemental Contract between Vendor and a CP member is exclusively between that specific CP member and Vendor and will be subject to immediate cancellation by the CP member (without penalty to the CP member) if, in the opinion of the CP member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract. Vendor shall promptly notify HCDE/CP of any Supplemental Contract executed between Vendor and a CP member.

5.44 Insurance

Vendor is required to provide HCDE/CP and/or the CP member with copies of certificates of insurance, naming HCDE/CP and/or the CP member as additional insured’s for Texas Workers Compensation and General Liability Insurance, **within 14 business days of contract award and prior to the commencement of any work under this Contract.** Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE/CP and/or the CP member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which the CP member is located, and shall be acceptable to HCDE/CP and/or the CP member. Vendor shall give HCDE/CP or the CP member a **minimum of ten (10) days’** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. If the CP member has higher insurance requirements than those listed below, such may be added to the Purchase Order. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor’s liability.

All policies of insurance shall waive all rights of subrogation against HCDE, CP members, and HCDE/CP and CP members’ officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to HCDE/CP and/or to CP members.

HCDE/CP and the CP member, as requested, shall be named as an “additional insured” on insurance policies except worker’s compensation.

HCDE/CP and the CP member reserve the right to require additional insurance should HCDE/CP or the CP member deem additional insurance necessary, in their sole discretion.

5.44.1 Workers Compensation

Workers Compensation (with waiver of subrogation to HCDE/CP and the CP member) Employer’s Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.

5.44.2 Statutory and Bodily Injury by Accident

Statutory and Bodily Injury by Accident \$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee.

5.44.3 Commercial General Liability

Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. \$300,000 each occurrence Limit Bodily Injury and Property Damage combined. \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate. \$300,000 Personal and Advertising Injury Limit.

5.44.4 Automobile Liability Coverage

\$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

5.45 Participation in HCDE/CP

Vendor acknowledges and agrees that continued participation in the HCDE/CP cooperative purchasing program is subject to HCDE/CP's sole discretion and that Vendor may be removed from the HCDE/CP program at any time, with or without cause, in HCDE/CP's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order. Nothing in this Contract or in any other communication between HCDE/CP and Vendor may be construed as a guarantee that HCDE/CP or CP members will submit any Purchase Order to Vendor at any time.

5.45.1 HCDE Participation Requirements

At a minimum, to continue participation in the HCDE/CP cooperative purchasing program, Vendor must:

- a. Submit detailed monthly reports of all sales activity, including all sales and contracts where HCDE is the lead agency (such report is required even if there is no sales activity for a given month);
- b. Timely remit Administrative Fee(s) to HCDE/CP;
- c. Market Choice Partners, including inclusion of CP seal on Vendor's website, development and execution of marketing plan, and participation in at least #3 of marketing events (such as trade shows and conferences) annually;
- d. Maintain a minimum annual sales activity of \$15,000;
- e. Completion of all required forms (such as Form 1295, EDGAR Certifications, etc.); and
- f. Maintain required insurance and submit updated certificate(s) to CP annually

5.46 No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of HCDE/CP and CP members, is an independent contractor, and is not an employee, agent, joint venturer, or partner of HCDE/CP or any CP member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE/CP and Vendor, any CP member and Vendor, HCDE/CP and any of Vendor's agents, or any CP member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of HCDE/CP or any CP member, and HCDE/CP and HCE members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that HCDE/CP and CP members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

5.47 Equal Opportunity

It is the policy of HCDE/CP not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

5.48 Force Majeure

Neither HCDE, any CP member, or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond HCDE, any CP member, or Vendor's control.

HCDE, CP members, and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. HCDE, CP members, and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, HCDE/CP shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of HCDE's or CP members' contractual, legal, or equitable rights.

5.49 Severability

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

5.50 Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

5.51 Entire Agreement

The Contract, the RFP, Vendor's proposal submitted in response to the RFP, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the RFP or Vendor's proposal submitted in response to the RFP, this Contract shall control. In the event of a conflict between the RFP and Vendor's proposal submitted in response to the RFP, the RFP shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract between Vendor and the CP member may be established to further detail the terms and conditions of the CP member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to HCDE, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the CP member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise.

5.52 Interpretation

Vendor agrees that the normal rules of construction that requires that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

5.53 Notice

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made

or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

5.54 Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

5.55 Authorized Distributors/Order Fulfillers

“Authorized Distributors/Order Fulfillers” means an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller, franchisee, or other person or entity designated or directed by Vendor to provide products or services in performance of, related to, or in support of the Contract and/or a Supplemental Contract issued pursuant to the Contract. HCDE agrees to permit Vendor to utilize Authorized Distributors/Order Fulfillers designated by Vendor to provide service, sales and support to HCDE and CP members under the Contract.

5.55.1 Vendor Responsibility

Vendor may designate Authorized Distributors/Order Fulfillers to act as the distributors for products and services available under the Contract. Vendor shall provide HCDE with the following Authorized Distributor/Order Fulfiller information: Authorized Distributor/Order Fulfiller’s name, business address, and contact person email address and phone number. Vendor may add or delete Authorized Distributors/Order Fulfillers throughout the term of the Contract upon written authorization by HCDE/CP.

5.55.2 HCDE/CP Determination

HCDE reserves the right to require Vendor to rescind any Authorized Distributor/Order Fulfiller’s participation relating to the Contract or to request that Vendor name additional Authorized Distributors/Order Fulfillers should HCDE determine either is in the best interest of HCDE and/or CP members.

5.55.3 Compliance

Vendor shall ensure that its Authorized Distributors/Order Fulfillers legally agree to comply with the terms and conditions of the Contract, including, without limitation, the pricing, purchase order, invoice and payment, CP Administrative Fee, and warranty provisions therein. When an Authorized Distributor/Order Fulfiller acts as the distributor for products and services available under the Contract, the Authorized Distributor/Order Fulfiller shall be liable and responsible for the fulfillment of the obligations under the Contract and any Supplemental Contract entered into between the Authorized Distributor/Order Fulfiller and purchasing CP member as well as all other obligations imposed on “Vendor” under the Contract.

5.56 USDA/TDA Special Terms and Conditions

The following terms and conditions apply to all procurements and purchases involving federal School Nutrition Program funds. In the event of a conflict or inconsistency between the following terms and conditions and any provision of the Agreement, the procurement solicitation issued by HCDE, or the portion of Vendor’s proposal submitted in response to HCDE’s procurement solicitation that is satisfactory to HCDE, the following terms and conditions shall control.

5.56.1 Market Basket Analysis

HCDE/CP reserves the right, in its sole discretion, to use a “Market Basket Analysis” method, as that term is defined by applicable USDA/TDA regulations and guidance. The Market Basket Analysis sample is established to represent 75% of the total estimated value of the Contract. The most recent velocity/sales report(s) from HCDE/CP’s current supplier(s) was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, this list of [100] goods to be purchased under this procurement solicitation and any resulting Contract includes the top [60] goods purchased by dollar volume representing the 75% threshold. Prices for the remaining [40] goods listed in this procurement solicitation should also be included, though they will not be a part of the Market Basket Analysis. The Market Basket Analysis shall not be used for service or equipment contracts/procurement solicitations or for Fee-For-Service Processing contracts.

5.56.2 Material Change

If a material change (as the term is defined by TDA rules and regulations) to a contract entered into between HCDE/CP and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, HCDE/CP may issue a new RFP for the goods or services procured under the previously-existing contract. Material change for purposes of this Section 5.56.2 means a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor.

5.56.3 Supplemental Contracts

Supplemental Contracts are entered into pursuant to the piggyback method delineated in the U.S. Department of Agriculture directive SFSP02-2017. Should the “piggybacking” result in a material change to the Contract, HCDE/CP will proceed under Section 5.56.2 of this RFP.

5.56.4 New Products

During the Term of a Contract awarded under this RFP, additional purchases not included in the original RFP list and resulting awarded contract may become necessary and benefit HCDE/CP members. Vendor and HCDE/CP agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 10% of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed in the Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded as a result of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this RFP, Vendor and HCDE/CP agree that the total value of the Contract shall be \$200 million. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Contract renewal term.

5.56.5 Bonds

Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules.

5.56.6 Use by Other Governmental Entities

In the event that HCDE/CP allows other governmental entities to “piggyback” onto any existing contract between HCDE and Vendor entered into pursuant to this procurement solicitation, Vendor agrees and understands that such other governmental entities may include “school food authorities,” as that term is defined by USDA/TDA. Should the “piggybacking” result in a material change to the Agreement for purposes of USDA/TDA purchases, HCDE/CP will proceed under the foregoing section entitled “Material Changes.”

5.56.7 No Guarantee of Quantities

Quantities for purchases paid for with School Nutrition Program funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

5.56.8 Buy American Act

The Buy American Act, set forth in 7 C.F.R. Part 210.21(d), requires that participants in the National School Lunch Program and School Breakfast Program use the federal nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. 7 CFR Part 210.21(d) defines a “domestic commodity or product” as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Because many HCDE/CP members participate in the National School Lunch Program and School Breakfast Program, HCDE/CP requires Vendor to certify whether its products are “domestic commodities or products”, as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification and any necessary documentation requested by HCDE/CP member that the food product was processed in the U.S. and the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied

to HCDE/CP members. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 C.F.R. 210.21(d). “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. When USDA Foods items are manufactured into processed end products, 51% of resulting food products must be of United States origin.

Vendor certifies that Vendor shall provide food products that meet the Buy American provision. Vendor further certifies that, in compliance with the Buy American provision, its products are “domestic commodities or products” as defined by 7 C.F.R. § 210.21(d). Vendor further certifies that the food products it supplies are processed in the U.S. and Vendor shall certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the District.

If Vendor is repetitively unable to provide domestic food products, HCDE/CP member may require Vendor to provide evidence that Vendor is capable of fulfilling the terms and conditions of the Contract and specifically, the Buy American provision. If HCDE/CP member determines that Vendor is not capable of fulfilling the terms and conditions of the Contract and/or specifically, the Buy American provision, HCDE/CP member may terminate its Contract with Vendor. Vendor shall provide documentation that demonstrates that food products meet the Buy American provision.

Vendor must notify the District if a delivery contains non-domestic products, so the District may approve delivery as an exception to the Buy American provision. Vendor certifies that it will adhere to the notification requirements for the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by the CP member, upon request, by occurrence (i.e., delivery). Blanket exception approvals are not allowed. The District must determine that the use of a non-domestic food product is appropriate, using the USDA-prescribed questions in making the decision. See “Requirements for an Exception,” ARM Section 17b Buy American, at p. 19 (August 12, 2020). Vendor agrees to provide information to the District that will assist the District in this determination. The decision to purchase or accept delivery of a non-US product must be made by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning Buy American provision exceptions.

Vendor further agrees to provide HCDE/CP members with documentation verifying that a domestic product is not available and the cost range is reasonable within a reasonable time upon request by HCDE/CP members.

In the event Vendor or Vendor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, HCDE/CP members may decide not to purchase from Vendor and/or HCDE/CP may terminate the Contract if Vendor is incapable of fulfilling the terms and conditions of the Contract, including the Buy American requirements.

Additionally, HCDE/CP members may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement.

5.56.9 Records Retention

When school nutrition program funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements promulgated by USDA/TDA. Vendor further certifies that Vendor will retain all records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to appropriate HCDE/CP member and federal or state reviewers. See TDA ARMS Manual, 17.107.

**AMENDMENT TO RFP/CONTRACT BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION AND ITS
CHOICE PARTNERS DIVISION AND CHOICE PARTNERS AWARDED VENDOR**

This Amendment to Contract between Harris County Department of Education, including its Choice Partners Division, and the Choice Partners Awarded Vendor is entered into effective as of the 1st day of October, 2024, by and between Harris County Department of Education (“HCDE”) and the Choice Partners Awarded Vendor (“Vendor”).

WHEREAS, HCDE and Vendor have entered into a contract pursuant to a competitive procurement solicitation (“RFP”) issued by HCDE and its Choice Partners cooperative and that allows HCDE and CP members to purchase goods and/or services awarded as a result of the competitive procurement (“Contract”);

WHEREAS, in April 2024, the federal Office of Management and Budget (“OMB”) issued revisions to Title 2 of the Code of Federal Regulations (“CFR”), including to 2 CFR Part 200, also known as the Uniform Guidance, with the effective date of the revised Uniform Guidance provisions in 2 CFR Part 200 being October 1, 2024;

WHEREAS, Section 5.3 of the Contract states, in pertinent part, “No amendment of this Contract shall be permitted unless and until first approved in writing by HCDE/CP and, if necessary, the CP member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the HCDE Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees.”

WHEREAS, this Amendment is necessary for the Contract to comply with the revised Uniform Guidance as referenced above; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Amendment is entered into as follows:

1. Vendor’s completed HCDE Vendor Packet (including all certifications therein) and/or Vendor’s completed bid attributes (including all certifications therein) “Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 C.F.R. Part 200” (“Certifications”), which are incorporated into the Contract and are included in the entire agreement of the Contract, are revised as follows:

- a. The following is added to Certification (B) “Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)” as follows:

If HCDE/CP member terminates the contract for any reason, written notice of termination will be provided to vendor.

- b. The following is added to Certification (J) “Procurement of Recovered Materials” as follows:

HCDE/CP member and its contractors will, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy. Vendor will ensure compliance with all of the aforementioned requirements in Federal

Rule (J) above.

- c. Certification (K) is replaced with the following:

Consideration of Small, Minority, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by HCDE or any CP member, Vendor must ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and 5) utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- d. The "Certification of Compliance with Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services – 2 C.F.R. § 200.216" certification is replaced with the following:

HCDE or CP member, as a recipient, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. Covered telecommunications equipment or services means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) telecommunications or video surveillance services provided by such entities or using such equipment; (4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. For the purposes of Section 200.216, covered telecommunications equipment or services also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The vendor certifies that vendor will not procure or obtain, as set forth above, covered telecommunications equipment or services, as defined herein.

- e. The following new certification is added:

**CERTIFICATION OF COMPLIANCE WITH WHISTLEBLOWER PROTECTIONS –
2 C.F.R. § 200.217**

If vendor is a subrecipient of HCDE or a CP member, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract

(including the competition for or negotiation of a contract) or grant. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

- f. The “Record Retention Requirements for Contracts Paid for with Federal Funds – 2 C.F.R. § 200.334” certification is replaced with the following (italicized language is added from prior version):

When federal funds are expended by HCDE or any CP member for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334, *including, without limitation, financial records, supporting documentation, and statistical records*, for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

- g. The following new certification is added:

CERTIFICATION OF COMPLIANCE AS A RESPONSIBLE CONTRACTOR – 2 C.F.R. § 200.318

When federal funds are expended by HCDE or a CP member for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

- h. The “Certification of Domestic Preferences for Procurements and Compliance with Buy America Provisions – 2 C.F.R. § 200.322(c)” is replaced with the following (italicized language is added from prior version):

2 CFR § 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act (“BABA”), when HCDE or a CP member is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. “Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the “Buy America Preference Requirements”).

The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to HCDE, the CP member, and/or the awarding Federal agency.

- i. The “Certification of Access to Records – 2 C.F.R. § 200.337” is replaced with the following (italicized language is added from prior version):

Vendor agrees that HCDE, CP member(s), Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records of Vendor, and its successors, transferees, assignees, and subcontractors that are pertinent to the Contract for the purpose of *performing audits, executing site visits, or any other official use*. This right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents, *this Contract, or the Federal award in general*. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

2. Except as expressly amended by this Amendment, the Contract shall continue in full force and effect, according to its original terms.
3. In the event Vendor has any objection to this unilateral amendment to the Contract, as permitted by Section 5.3 of the Contract, Vendor shall provide prompt written notice of any such objection no later than October 1, 2024; written notice must be provided to Stephen Kendrick, Assistant Director, skendrick@hcde-texas.org. If no written objection is received by October 1, 2024, Vendor will be deemed to have consented to this Amendment.

Harris County Department of Education



Jesus Amezcua (Sep 24, 2024 22:16 CDT)

Jesus Amezcua, Ph.D., CPA, RTSBA
Assistant Superintendent of Business Services

**AMENDMENT TO RFP/CONTRACT BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION AND ITS
CHOICE PARTNERS DIVISION AND CHOICE PARTNERS AWARDED VENDOR**

This Amendment to Contract between Harris County Department of Education, including its Choice Partners Cooperative ("CP"), and the Awarded Vendor is entered into effective as of the 10th day of April, 2025, by and between Harris County Department of Education ("HCDE") and the Awarded Vendor ("Vendor").

WHEREAS, HCDE and Vendor have entered into a contract pursuant to a competitive procurement solicitation issued by HCDE and its Choice Partners cooperative that allows HCDE and CP members to purchase goods and/or services awarded as a result of the competitive procurement ("Contract");

WHEREAS, President Trump has issued various Executive Orders imposing tariffs on imported goods, including, but not limited to, Executive Orders "Regulating Imports with a Reciprocal Tariff to Rectify Trade Practices that Contribute to Large and Persistent Annual United States Goods Trade Deficits" on April 2, 2025, which impose various tariffs, including reciprocal tariffs from U.S. trading partners, except as provided therein, and may issue future Executive Orders related to tariffs (collectively, "Executive Orders");

WHEREAS, on April 9, 2025, President Trump announced a 90-day temporary pause on implementation of all reciprocal tariffs except China, with countries subject to the pause subject to a 10% tariff;

WHEREAS, HCDE recognizes that these tariffs were not imposed at the time Vendor submitted its pricing in response to the competitive procurement solicitation and Vendor may need to adjust its prices due to the imposition of tariffs on specific goods/items, depending upon their country of origin, the specific tariff, etc.;

WHEREAS, the Contract states, in pertinent part, "No amendment of this Contract shall be permitted unless and until first approved in writing by HCDE/CP and, if necessary, the CP member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the HCDE Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees;"

WHEREAS, this Amendment is necessary to address potential price adjustments due to tariffs and has been approved by HCDE; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Amendment is entered into as follows:

1. Section 5.57 is added to the Contract as follows:

5.57 Price Adjustments due to Tariff(s). In the event of a significant price increase of a good/item occurring during the Term of this Contract through no fault of Vendor that is based directly and solely on the imposition of tariff(s) on the specific good/item for which Vendor is required to pay or bear as the direct result of a specific tariff(s), pricing may be adjusted in accordance with the procedures set forth herein. A change in price of a good or item will be considered significant when the price of a good/item increases by 3% or more between the price(s) in effect as of April 1, 2025 for the good/item (as determined by Vendor's pricing on file with HCDE/CP as of April 1, 2025) and the requested effective date of Vendor's requested price increase. Increased prices shall only be due to tariff(s) not enacted before the effective date of the term of the Contract (whether the initial term or a renewal term).

Vendor shall provide to HCDE/CP, in writing, the following documentation to support Vendor's request for a price increase based on the imposition of tariffs:

- a. Documentation showing that the requested price increase is the direct result of a specific tariff (identification of the specific tariff, date the tariff is taking or took effect, country of origin, and amount

- of tariff are required), including, as applicable, documentation from suppliers and/or manufacturers of the good/item;
- b. Detailed explanation or chart showing the original price in effect for the good/item as of April 1, 2025; the proposed increase price; and the percentage increase in cost due to the tariff;
 - c. The proposed prospective effective date of the increased price(s), if approved by HCDE/CP in writing;
 - d. A signed certification from an authorized representative of Vendor warranting, in writing, that no amount for the requested price increase was included in the price(s) in effect as of April 1, 2025 for the good/item, as a contingency, or otherwise, and is the direct and sole result of the specified tariff(s); and
 - e. Any available substituted good(s)/item(s) that are not subject to the tariff(s) or can be obtained for a lesser price than the proposed increased price.

HCDE/CP, in its sole discretion, determines whether the submitted documentation is acceptable; HCDE/CP, in its sole discretion, may accept alternative documentation to that listed above justifying a price increase based on the imposition of tariffs. In no event shall any request for a price increase include overhead or profit mark-ups on the increases from either Vendor or its subcontractors.

Vendor may submit a request for a price increase no more often than once per calendar year quarter. No retroactive price increases will be approved; all price increases shall be prospective and shall be implemented as of the date approved by HCDE/CP. HCDE/CP shall have no less than seven (7) HCDE/CP business days to review Vendor's request for a price increase. All price increases shall be approved by HCDE/CP, in writing, prior to taking effect. In the event HCDE/CP or any purchasing CP member is utilizing agency-specific or grant-specific funding for the purchase of any increased-price good/item (i.e., TEA, TDA, HHS, etc.), any requested price increase must also be approved by the granting agency/entity and is not guaranteed by HCDE/CP.

Vendor shall immediately decrease its pricing of good(s)/item(s) by the amount of any after-relieved tariff. "After-relieved tariff" means any amount of tariff that would otherwise have been payable on the increased-price good/item but which Vendor is not required to pay or bear, or for which Vendor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the effective date of the price increase. Any refunds or pricing adjustments resulting from after-relieved tariffs shall be reported to HCDE/CP and the purchasing CP member within thirty (30) days of Vendor's receipt of such refund, and a corresponding refund shall be issued to HCDE/CP or the purchasing CP member within forty-five (45) days of Vendor's receipt of such refund. Price increases previously approved and implemented shall cease and prices shall revert back to their April 1, 2025 amounts as of the effective date of an after-relieved tariff.

2. Except as expressly amended by this Amendment, the Contract shall continue in full force and effect, according to its original terms.
3. In the event Vendor has any objection to this unilateral amendment to the Contract, Vendor shall provide prompt written notice of any such objection no later than May 16, 2025; written notice must be provided to Stephen Kendrick, Assistant Director of HCDE Choice Partners. If no written objection is received by May 16, 2025, Vendor will be deemed to have consented to this Amendment.

Harris County Department of Education


 Jesus Amezcua, Ph.D., CPA, RTSBA, CPFIM
 Assistant Superintendent of Business Services

HARRIS COUNTY DEPARTMENT OF EDUCATION/CHOICE PARTNERS

RFP #24/O53TC-R1: THIRD PARTY CODE INSPECTION SERVICES

BUREAU VERITAS NORTH AMERICA, INC. - PRICING/RATE SHEET

Bureau Veritas' pricing reflects the firm's commitment to the success of the Choice Partners member's projects by helping maintain significant quality and cost saving benefits moving forward.

These include:

- Rapid inspection response time
- Commitment to maintain a proposed rate structure for the life of the initial contract period
- Highly qualified staff
- Confidence of working with a well-established consultant who has been in business for over 197 years
- Next day inspections
- Same day inspections for urgent matters

Project Tracking and Management Fee: 20% of invoice amount

- Web-based Project Tracking System (BV Application Suite)
- Project Reporting Tools (BV Application Suite)
- ISO 9001:2015 Quality Assurance Program

Fee Table 1 - Commercial and Multi-Family Construction Plan Review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50.00
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000.00 plus \$5.46 for each additional \$1000.00
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000.00 plus \$3.94 for each additional \$1000.00
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000.00 plus \$2.73 for each additional \$1000.00
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000.00 plus \$2.19 for each additional \$1000.00
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000.00 plus \$1.85 for each additional \$1000.00
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000.00 plus \$1.23 for each additional \$1000.00

HARRIS COUNTY DEPARTMENT OF EDUCATION/CHOICE PARTNERS

RFP #24/O53TC-R1: THIRD PARTY CODE INSPECTION SERVICES

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000.00 plus \$8.40 for each additional \$1000.00
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000.00 plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000.00 plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000.00 plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000.00 plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000.00 plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785. ⁰⁰
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to the including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.
Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	30% of fee for New Residential Construction above
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	25% of fee for New Residential Construction above

HARRIS COUNTY DEPARTMENT OF EDUCATION/CHOICE PARTNERS**RFP #24/O53TC-R1: THIRD PARTY CODE INSPECTION SERVICES**

Alterations/Additions/Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas, and Similar	\$100.00 per trade
Other Project Types Not Listed Above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

*All fees billed upon issuance of the permit by the jurisdiction

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B Occupancy

Type VB Construction

10,000 square feet total building area

Declared construction valuation \$1,200,000

Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800.

The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

*Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

HARRIS COUNTY DEPARTMENT OF EDUCATION / CHOICE PARTNERS

RFP #24 / 053TC-R1: THIRD PARTY CODE INSPECTION SERVICES

Single Family Residential Fire Services

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

Fire Code Plan Review Services - Commercial and Multi-Family Construction (Fire Alarm System and Fire Sprinkler System)

Construction Valuation of Project	Fee, Each System
Less than \$6,250	\$200
\$6,250 to \$250,000	\$300
\$251,000 to \$500,000	\$425
\$501,000 to \$1,000,000	\$550
\$1,001,000 to \$3,000,000	\$800
\$3,001,000 to \$6,000,000	\$1,200
\$6,000,000 and up	\$1,200.00 plus \$0.10 for each additional \$1,000.00

Fire Code Inspection Services - Commercial and Multi-Family Construction (Fire Alarm System and Fire Sprinkler System)

Construction Valuation of Project	Fee, Each System
Less than \$6,250	\$300
\$6,250 to \$250,000	\$425
\$251,000 to \$500,000	\$525
\$501,000 to \$1,000,000	\$675
\$1,001,000 to \$3,000,000	\$950
\$3,001,000 to \$6,000,000	\$1,425
\$6,000,000 and up	\$1,425.00 plus \$0.20 for each additional \$1,000.00

Valuation is based on building construction valuation for the project

Underground Fire Sprinkler Supply Line

Fire Code Plan Review	\$150
Fire Code Inspection (Sprinkler supply and FDC lines only)	\$350
Fire Code Inspection (Private Fire Main)	\$450

HARRIS COUNTY DEPARTMENT OF EDUCATION/CHOICE PARTNERS

RFP #24/O53TC-R1: THIRD PARTY CODE INSPECTION SERVICES

Alternative Fire Supression System

Fire Code Plan Review	\$150
Fire Code Inspection	\$200

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections	\$150
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100
Nursing Home/Assisted Living/School (each inspection and re-inspection per location)	\$250

Underground/Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$150
Fire Code Inspection (Tank Only)	\$250
Fire Code Inspection (Piping and Dispensers)	\$450

Site Plan

Fire Code Plan Review	\$250
Fire Code Inspection	\$250

HARRIS COUNTY DEPARTMENT OF EDUCATION/CHOICE PARTNERS

RFP #24/O53TC-R1: THIRD PARTY CODE INSPECTION SERVICES

Hourly Rates for Additional Services

Personnel Description	Hourly Billing Rate
ICC Building Inspector	\$120.00
ICC Mechanical Inspector	\$120.00
ICC Electrical Inspector	\$120.00
ICC Plumbing Inspector	\$120.00
ICC Energy Inspector	\$120.00
Accessibility Inspector (RAS)	\$120.00
ICC Combination Inspector	\$160.00
ICC Plans Examiner	\$130.00
Civil Inspector	\$140.00
Structural Inspector/Special Inspection	\$215.00
Permit Technician	\$90.00
Project Manager	\$190.00
Registered Sanitarian	\$150.00
Planning/Zoning Staff	\$160.00
Building Official/Fire Marshal	\$160.00
Licensed Architect	\$170.00
Professional Engineer	\$180.00

Overtime will be charged at 150% of the standard hourly rates. No overtime will be charged without prior authorization by the client.

Note:

Beginning January 1 of each year, all the fees described above will be increased by 3% annually.

All projects shall be priced individually using the standard fee schedule. The fee may be reduced or increased based on the location and scope of work.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH BUREAU VERITAS NORTH AMERICA, INC. FOR THIRD-PARTY INSPECTION SERVICES THROUGH CHOICE PARTNERS CONTRACT 24/053TC-01 FOR A ONE-YEAR TERM WITH A RENEWAL OPTION FOR FOUR ADDITIONAL ONE-YEAR TERMS IN A CONTRACT AMOUNT NOT TO EXCEED \$55,000.00, SUBJECT TO CITY COUNCIL APPROPRIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide building inspections to ensure the safety of all structures within the City of Duncanville; and

WHEREAS, Bureau Veritas North America, Inc. performs building inspections on an as-needed basis; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with Choice Partners; and

WHEREAS, Choice Partners has taken sealed bids for Third Party Code Inspection Services, and a contract was awarded to Bureau Veritas North America, Inc.;

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with Bureau Veritas North America, Inc. for third-party inspection services through Choice Partners Contract 24/053TC-01 for a one-year term with a renewal option for four additional one-year terms in a contract amount not to exceed \$55,000.00, subject to City Council appropriation, and authorizes the City Manager to execute the necessary documents related to said expenditure.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Bureau Veritas North America, Inc. for third-party inspection services through Choice Partners Contract 24/053TC-01 for a one-year term with a renewal option for four additional one-year terms in a contract amount not to exceed \$55,000.00, subject to City Council appropriation, and authorizes the City Manager to execute the necessary documents related to said expenditure.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 21st day of October, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider a Resolution approving the terms and conditions of the Interlocal Agreement between the North Central Texas Council of Governments and the City of Duncanville for implementation of the Work Zone Data Exchange Program.

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Matt Bryant

Shahad Mohammed

BACKGROUND/HISTORY:

In March 2022, the North Central Texas Council of Governments ("NCTCOG") released a Request for Proposals (RFP) for Roadway Work Zone Data Reporting Services. A key aspect of maintaining and upgrading roadways, work zones often require changes in traffic patterns, narrowed rights-of-way, and various construction activities. These factors frequently lead to crashes, injuries, and fatalities.

TXShare awarded the Roadway Work Zone Data Reporting Services RFP to five vendors: Blynco, iCone, Mixon-Hill, NavJoy, and One.Network. After the RFP process, the NCTCOG Regional Transportation Council approved the Work Zone Data Exchange (WZDx) Project in 2023 and, in 2024, released the Call for Projects. The Call for Projects included \$2.5 million available for implementing and reporting work zone data in the North Central Texas (NCT) Metropolitan Planning Area. Eligible project types included converting raw work zone data into WZDx format, establishing a WZDx-compliant reporting system, and general WZDx services.

POLICY EXPLANATION:

Public Works staff applied and were selected to participate in the Work Zone Data Exchange Program. As part of this project, we plan to implement the NueGov platform from NavJoy, Inc., across our divisions, including Traffic Operations, Street Maintenance, Utilities, etc. This platform will provide a clear and digitized work zone process that captures closures throughout the city, updates work zone statuses in real time, and provides alternate routes when necessary. The NCTCOG WZDx 2024 Call for Projects funding is a cost reimbursement program. While we must initially cover 100% of the project purchase costs, we will be reimbursed. Our project has been approved for reimbursement totaling \$219,140.00, which we will receive after submitting the required documentation to NCTCOG.

In a separate agenda item, we are requesting the City Council's approval to enter into an agreement with NavJoy, Inc. for these services.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution - NCTCOG Work Zone Data Exchange ILA, Exhibit A - Work Zone Data Exchange Program Interlocal Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND THE CITY OF DUNCANVILLE, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, FOR IMPLEMENTATION OF THE WORK ZONE DATA EXCHANGE PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and

WHEREAS, the RTC is committed to the development and implementation of policies, projects, and programs to improve air quality and reduce emissions; and

WHEREAS, on March 21, 2024, the RTC approved funding for implementation of the Work Zone Data Exchange Program; and

WHEREAS, on September 12, 2024, the RTC approved the criteria for the competitive selection of participants in the Work Zone Data Exchange Program; and

WHEREAS, on February 13, 2025, the RTC approved the selection of participation in the Work Zone Data Exchange Program; and

WHEREAS, the North Central Texas Council of Governments selected the City of Duncanville as part of the Work Zone Data Exchange Program; and

WHEREAS, on May 22, 2025, the Executive Board, in its capacity as the RTC's fiduciary agent, authorized NCTCOG to enter into agreements with the City of Duncanville as part of the Work Zone Data Exchange Program; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the City of Duncanville, Texas, and the NCTCOG desire to enter into an agreement to implement the Work Zone Data Exchange Program.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of the Interlocal Agreement between the NCTCOG and the City of Duncanville, attached hereto and incorporated herein as Exhibit A, for implementation of the Work Zone Data Exchange Program, and authorizes the City Manager to execute the necessary documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 21st day of October, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
WORK ZONE DATA EXCHANGE PROGRAM**

Program Implementation

AGREEMENT COVER SHEET

TYPE OF AGREEMENT: Sub-Award agreement for reimbursable activities to CITY OF DUNCANVILLE, UEI#HFQDFSSCNT71

AGREEMENT NUMBER: TRN7644

FUNDING SOURCE: Federal Highway Administration (FHWA) Surface Transportation Block Grant Program Funds

ASSISTANCE LISTING NAME & NUMBER (www.cfda.gov): Highway Planning & Construction 20.205

FEDERAL AWARD PROJECT DESCRIPTION, FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) and FEDERAL AWARD PERFORMANCE PERIOD: DFW AV Work Zone Project awarded by Federal Highway Administration through an Agreement executed with the Texas Department of Transportation on April 15, 2025, for \$2,500,000.

FAIN# 693JJ22530000Y24, May 5, 2025 to August 31, 2028

SUBAWARD AMOUNT: \$219,240 (\$219,240 FEDERAL + Regional Transportation Development Credits (TDC) Utilized in Lieu of Local Match)

SUBAWARD AGREEMENT PERIOD: Date of final execution to July 30, 2028.

PARTIES:

NCTCOG

North Central Texas Council of Governments
616 Six Flags Drive
Arlington, Texas 76011

Project Manager:
Vickie Morris, P.E.
Project Engineer
vmorris@nctcog.org
(817) 695-9136

PERFORMING PARTY

City of Duncanville
330 Shady Trail
Duncanville, Texas 75137

Project Manager:
Shahad Mohammed, PMP
Assistant Director
shahad.mohammed@duncanvilletx.gov
(972) 780-5016

FUNDING AGENCY

Texas Department of Transportation
6230 E. Stassney Lane
Austin, Texas 78744

Project Manager:
Shannon Hawkins
MPO Planning Coordinator
shannon.hawkins@txdot.gov
(682) 999-6584

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND
CITY OF DUNCANVILLE
FOR
IMPLEMENTATION OF THE WORK ZONE DATA EXCHANGE PROGRAM**

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, the RTC is committed to the development and implementation of policies, projects, and programs to improve air quality and reduce emissions; and,

WHEREAS, on March 21, 2024, the RTC approved funding for implementation of the Work Zone Data Exchange Program; and,

WHEREAS, on September 12, 2024, the RTC approved the criteria for the competitive selection of participants in the Work Zone Data Exchange Program; and,

WHEREAS, on February 13, 2025, the RTC approved the selection of participation in the Work Zone Data Exchange Program; and,

WHEREAS, the North Central Texas Council of Governments selected the City of Duncanville as part of the Work Zone Data Exchange Program; and,

WHEREAS, on May 22, 2025, the Executive Board in its capacity as the RTC's fiduciary agent, authorized NCTCOG to enter into agreements with City of Duncanville as part of the Work Zone Data Exchange Program; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, provides authority for the North Central Texas Council of Governments and local governments to enter into this agreement for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows.

ARTICLE 1. PARTIES

- 1.1 **Parties.** This Agreement, hereinafter referred to as the “Agreement”, is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as “**NCTCOG**”, and City of Duncanville, hereinafter referred to as “**PERFORMING PARTY**”. **NCTCOG** and the **PERFORMING PARTY** may each be referred to as a “Party” and may be collectively referred to as “Parties” to this Agreement.

ARTICLE 2. FUNDING

- 2.1 **Award Amount.** **NCTCOG** will reimburse the **PERFORMING PARTY’S** eligible costs as outlined in the Scope of Work under the conditions in this Agreement not to exceed the Maximum Award Amount of **two hundred nineteen thousand two hundred forty dollars (\$219,240)**. The actual amount of reimbursement may be less than the maximum Award Amount and will be determined under the conditions of this Agreement. The **PERFORMING PARTY** shall be responsible for any costs in excess of the maximum Award Amount.
- 2.2 **Source of Funds.** The source of funds for this Agreement is United States Department of Transportation (USDOT) Surface Transportation Block Grant Program funds and Transportation Development Credits, hereinafter referred to as “Funding Program”. The **PERFORMING PARTY** agrees to comply with any and all requirements associated with the Funding Program. **NCTCOG** and the Texas Department of Transportation (TxDOT) executed an Agreement on April 15, 2025, for **two million five hundred thousand dollars (\$2,500,000)** to support the DFW Automated Vehicle Work Zone Project.
- 2.3 **Indirect Costs.** The **PERFORMING PARTY’S** eligible Indirect Cost rate under this agreement is **zero percent (0%)**.
- 2.4 **Compliance.** All activities funded, operated, and maintained under this Agreement must be in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200 and other federal, State, and local law. Additionally, the **PERFORMING PARTY** shall ensure compliance with funding agency requirements set forth in Appendix B.

ARTICLE 3. SCOPE OF WORK

- 3.1 **Scope of Work.** **NCTCOG** will provide reimbursement to the **PERFORMING PARTY** for the **PERFORMING PARTY’S** improvements under this Agreement, implemented through the Project, as more fully set out in the Scope of Work submitted by the **PERFORMING PARTY**. The **PERFORMING PARTY’S** Scope of Work is attached as Appendix A (the Project) and is incorporated herein. If there is a conflict between this Agreement and the application, this Agreement prevails.
- 3.2 **Scope of Work Changes.** Changes to the Scope of Work must be agreed to by both Parties in writing.

- 3.3 The **PERFORMING PARTY** shall complete the Scope of Work by **July 30, 2028**.

ARTICLE 4. TERM

- 4.1 **Term.** This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated. This Agreement shall automatically terminate upon completion of the Project.
- 4.2 **Termination.** Either Party reserves the right to terminate this Agreement in whole or in part. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of **ten (10)** days to cure the defect. Termination is effective only in the event the Party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, **NCTCOG** shall only be liable for eligible expenses incurred before the effective date of termination. The Parties may terminate this Agreement at any time by mutual written concurrence.

ARTICLE 5. REIMBURSEMENT AND REPORTING REQUIREMENTS

- 5.1 **Payment.** Any reimbursement under this Agreement shall be payable only after eligible costs are approved by **NCTCOG**. **NCTCOG** will approve payments as soon as practicable, but not later than **forty-five (45)** days after a complete Request for Reimbursement has been received, provided that complete and accurate supporting documentation has been submitted to **NCTCOG**. **NCTCOG** may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the **PERFORMING PARTY** fails to submit necessary reports or provide other information requested by **NCTCOG** under the terms of this Agreement. **NCTCOG** may reject requests for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement.
- 5.2 **Reimbursement.** The **PERFORMING PARTY** will submit a Request for Reimbursement upon completion of Scope of Work deliverables, as outlined in Appendix A. The **PERFORMING PARTY** may request reimbursement of the deliverables for each task. Invoices are due within **fifteen (15)** days of completion of the deliverable. The **PERFORMING PARTY** shall submit its Reimbursement Request to **NCTCOG** at TRGrants@nctcoq.org. Requests for Reimbursement shall include the **PERFORMING PARTY** invoice printed on letterhead, proof of payment, applicable receipts, a signature by a certifying official as detailed in Article 5.3, and other supporting documentation.

Prior to submittal of final reimbursement request, **PERFORMING PARTY** will provide to **NCTCOG** proof of receipt or other asset-related requirements for assets purchased through this Agreement.

- 5.3 **Certifying Official.** As detailed in 5.2, the **PERFORMING PARTY** is required to provide signed invoices. The individual noted below has the authority, on behalf of the **PERFORMING PARTY**, to certify and serve as the signatory on invoices

related to this project. Any changes to the certifying official notated below shall be submitted within **seven (7)** days to TRgrants@nctcog.org. By signing the invoice, Certifying Officials are acknowledging review of invoices to ensure expenses included in the invoice are consistent with the agreement, all services and costs are documented on the invoices are accurate and eligible, and all subrecipient and contractors have been fully paid.

Any invoices received by **NCTCOG** without the signature of the individual noted below may result in the invoice being returned unpaid.

Certifying Official:

Name: Richard Abernethy

Title: Interim City Manager

- 5.4 Eligible Expenses.** Costs incurred by the **PERFORMING PARTY** prior to final execution of this Agreement are not eligible for reimbursement. **NCTCOG** may reject requests for reimbursement which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement. Eligible and allowable expenses are limited to costs determined by **NCTCOG** in its sole discretion as eligible costs necessary to complete the Project and consistent with cost principles established in 2 CFR 200), Subpart E.
- 5.5 Availability of Funds.** Any reimbursement under this Agreement shall be payable only after eligible costs are approved by **NCTCOG**. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agency by **NCTCOG** dedicated for the purpose of this Agreement. **NCTCOG** shall provide the **PERFORMING PARTY** with written notice within **five (5)** business days after becoming aware that grant funds received by **NCTCOG** from **NCTCOG'S** funding agency for the purposes of reimbursement under this agreement are no longer available for reimbursement to the **PERFORMING PARTY**.
- 5.6 Return of Funds.** The **PERFORMING PARTY** agrees to return funds received from **NCTCOG** for reimbursement under this Agreement where the **PERFORMING PARTY** has failed to comply with the requirements set forth in this Agreement.
- 5.7 Financial Management.** The **PERFORMING PARTY** shall document, maintain, and apply procedures for appropriate and sufficient financial reporting and reconciliation, accounting records, and internal controls. The **PERFORMING PARTY** shall provide any requested data and other documentation to **NCTCOG** to enable appropriate financial management oversight by **NCTCOG** for management of the Project and compliance with federal requirements throughout the duration of the Agreement.
- 5.8 Reporting.** The **PERFORMING PARTY** agrees to report expenses incurred annually to support **NCTCOG** fiscal year accounting reconciliation. Reports must be submitted timely following request by **NCTCOG**.

ARTICLE 6. PROCUREMENT AND PROPERTY MANAGEMENT

- 6.1 Procurement Standards.** The **PERFORMING PARTY** agrees that its purchase of equipment/technology under this Agreement will comply with the procurement standards and requirements 2 CFR Part 200.317-.326. **NCTCOG** may require the **PERFORMING PARTY** to submit its procurement procedures and a written code of conduct prior to commencing the procurement for approval. If the **PERFORMING PARTY** fails to meet these requirements **NCTCOG** may deny reimbursement requests. If such failure is determined after reimbursement has been made, the **PERFORMING PARTY**, agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by **NCTCOG**, the State, or the USDOT or its agents. The **PERFORMING PARTY** shall provide **NCTCOG** a written certification of compliance with 2 CFR 200.317-.326 prior to purchasing any equipment/technology under this agreement.
- 6.2 Equipment Use, Management, and Disposition.** The **PERFORMING PARTY** agrees that its purchase of equipment/technology under this Agreement will comply with the property management standards and requirements outlined by the U.S. Department of Transportation in 2 CFR 200.313. The **PERFORMING PARTY** agrees to provide **NCTCOG** reasonable information concerning the use and condition of the equipment upon request. The **PERFORMING PARTY** shall also maintain an inventory of assets purchased for the project to be provided to **NCTCOG** upon request.
- 6.3 Inspections.** The **PERFORMING PARTY** agrees to perform field inspections at appropriate intervals to be determined by the **PERFORMING PARTY** to ensure project compliance with the standards and procedures established by the **PERFORMING PARTY'S** governing body. Copies of such reports shall be provided to **NCTCOG** upon request. **NCTCOG** will monitor the progress of the Project through review of progress reports, on-site reviews, and communication with the **PERFORMING PARTY**.

ARTICLE 7. MODIFICATION, WAIVER, AND SEVERABILITY

- 7.1 Whole Agreement.** This Agreement embodies all of the agreements of the Parties relating to its subject matter and supersedes all prior understandings and agreements regarding such subject matter.
- 7.2 Severability.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.
- 7.3 Changed Circumstances.** If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the Parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be

considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

- 7.4 Assignment.** Without the prior written consent of **NCTCOG**, the **PERFORMING PARTY** may not transfer or assign any rights or duties under or any interest in this Agreement.
- 7.5 Amendments.** Amendments to this Agreement must be agreed to in writing signed by each Party.

ARTICLE 8. MISCELLANEOUS PROVISIONS

- 8.1 Liability.** The Parties agree that neither party is an agent, servant, employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.
- 8.2 Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 8.3 Property Insurance.** The **PERFORMING PARTY** must maintain sufficient property insurance or self-insurance for the repair or replacement of any equipment/technology funded under this Agreement, unless otherwise expressly agreed upon in writing by **NCTCOG**.
- 8.4 Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
- 8.5 Disputes and Remedies.** The **PERFORMING PARTY** and **NCTCOG** shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.
- 8.6 Notice.** All notices regarding this Agreement shall be in writing and shall be delivered to the persons identified below:

NCTCOG**Physical Address:**

Michael Morris, P.E.
Transportation Director
616 Six Flags Drive
Arlington, Texas 76011

NCTCOG Project Manager

Vickie Morris, P.E.
Project Engineer
616 Six Flags Drive
Arlington, Texas 76011

PERFORMING PARTY**Mailing Address:**

City of Duncanville
330 Shady Trail
Duncanville, Texas 75137

Project Manager:

Shahad Mohammed, PMP
Assistant Director, Public Works, Transportation, & Capital Development
330 Shady Trail
Duncanville, Texas 75137

- 8.7 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 8.8 Regional ITS Memorandum of Understanding.** The **PERFORMING PARTY** agrees to exercise reasonable good faith efforts to review, comment on and finalize with **NCTCOG** a Memorandum of Understanding Between Dallas-Fort Worth Regional Intelligent Transportation System Partners Concerning Guiding Principles for Multi-Agency Communication, Data and Video Sharing.
- 8.9 511DFW.** The **PERFORMING PARTY** agrees to (i) report any data e to 511DFW via a mutually agreed upon reporting method, and (ii) provide **NCTCOG** upon request recommendations for how to improve 511DFW or workzone reporting for the region.
- 8.10 Internal Compliance Program.** **NCTCOG** has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

ARTICLE 9. ACCESSIBILITY AND MAINTENANCE OF RECORDS

- 9.1 Maintenance.** The **PERFORMING PARTY** shall maintain a record keeping system for all of its activities, including program records and financial management records, which support and document all expenditures of funds made under this Agreement, in accordance with federal regulations, state rules, and the Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 9.2 Retention.** All records must be maintained for a minimum of **seven (7)** years following final reimbursement. In the event that any litigation or claim is still pending, these records shall be retained until resolution of the litigation or claim. **NCTCOG, NCTCOG'S** funding agency, or their designees shall have access to all records that are directly applicable to this Agreement for the purpose of making audit examinations.

ARTICLE 10. AUDITS

- 10.1 Audits.** The **PERFORMING PARTY** agrees that **NCTCOG**, the State of Texas, and/or the Federal Government may conduct an audit or investigation related to funds received under this Agreement.
- 10.2 Single Audit Act.** As applicable, the **PERFORMING PARTY** shall comply with the requirements of the audit provisions of 2 CFR Part 200, Subpart F, which requires that a non-Federal entity that expends **one million dollars (\$1,000,000)** or more during the non-federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
- 10.3 Compliance Monitoring.** Prior to reimbursement, the **PERFORMING PARTY** shall comply with **NCTCOG'S** request for quarterly check-ins until corrective action plans related to forensic audit findings have been met. Upon satisfactory completion of all corrective action plans, the frequency of such check-ins shall be reduced to an annual basis for the purpose of monitoring continued compliance.

ARTICLE 11. REQUIRED CLAUSES AND ASSURANCES

- 11.1 Equal Employment Opportunity.** The **PERFORMING PARTY** shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, in compliance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; and Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.
- 11.2 Davis-Bacon Act.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 40 USC §3141 – 3148.
- 11.3 Contract Work Hours and Selection Standards.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 40 USC §3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

- 11.4 Rights to Invention Made Under Contract or Agreement.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 37 CFR Part 401.
- 11.5 Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of the Clean Air Act under 42 USC §7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC §1251 – 1387, and the Energy Policy Conservation Act under 42 USC §6201.
- 11.6 Debarment/Suspension.** The **PERFORMING PARTY** is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The **PERFORMING PARTY** shall incorporate required provisions in any subcontract entered into as part of this Contract”.
- 11.7 Restrictions on Lobbying.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §200.450. The **PERFORMING PARTY** shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding **one hundred thousand dollars (\$100,000)**. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Appendix C.
- 11.8 Procurement of Recovered Materials.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §200.323.
- 11.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, **NCTCOG** is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The **PERFORMING PARTY** agrees that it is not providing **NCTCOG** with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. The **PERFORMING PARTY** shall certify its compliance through execution of this Agreement. The **PERFORMING PARTY** shall pass these requirements down to any of its contractors funded under this Agreement. The **PERFORMING PARTY** shall notify **NCTCOG** if the **PERFORMING PARTY** cannot comply with the prohibition during the performance of this Agreement.
- 11.10 Domestic Preference.** As appropriate and to the extent consistent with law, the **PERFORMING PARTY** should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 11.11 Termination For Convenience.** The **PERFORMING PARTY** may terminate the agreement for its convenience in whole or in part at any time without cause, upon **thirty (30)** days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.
- 11.12 Trafficking In Persons.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR §175.15. **NCTCOG**, the **PERFORMING PARTY**, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the **PERFORMING PARTY** (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. **NCTCOG** must notify the Federal award agency immediately if any information received from the **PERFORMING PARTY** indicates a violation of the applicable prohibitions.
- 11.13 Build America, Buy America.** The **PERFORMING PARTY** agrees to comply with all Build America, Buy America (BABA) requirements under 23 USC 313, 2 CFR 200.184 and 2 CFR 200.322 for the purchase, acquisition, or use of goods, products, or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The **PERFORMING PARTY** must provide a Certification, example Certification document attached as Appendix D, completed by the manufacturer or demonstrate that the Federal Highway Administration has granted a waiver of the BABA requirements.
- 11.14 Internal Controls.** The **PERFORMING PARTY** agrees to comply with all applicable provisions of 2 CFR 200.303, including reasonable cybersecurity and other measures to safeguard information.
- 11.15 Whistleblower Compliance.** The **PERFORMING PARTY** agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. **NCTCOG**, the **PERFORMING PARTY**, and its subcontractors shall not discharge,

demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. **NCTCOG** and the **PERFORMING PARTY** must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

APPENDICES

The following Appendices are attached and made part of this Agreement.

Appendix A: Scope of Work

Appendix B: Flowdown Provisions from the Texas Department of Transportation

Appendix C: Lobbying Certification and Disclosure of Lobbying Activities

Appendix D: Build America Buy America Certification

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement is effective on the day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Todd Little
Executive Director

Date

CITY OF DUNCANVILLE

Richard Abernethy
Interim City Manager

Date

APPENDIX A

SCOPE OF WORK

The City of Duncanville's Work Zone Data Exchange Project intends to implement the NueGOV platform for use by the various public works divisions (traffic operations, street maintenance, utilities, and other groups). The platform will provide a clear, digitized work zone process to capture closures throughout the city, update the work zone status in real-time, and provide alternate routes if necessary. This project will provide a WZDx Specification 4.x compliant feed to the 511DFW and Transportation System Management and Operations (TSMO) Data Hub, which then will provide a single, consolidated feed that will be registered with US DOT.

The project implementation includes four primary tasks. Below is a detailed description of each task and timeline for completion and budget.

Task 1 - Project Initiation and Coordination

The City's Public Works Department will be the project champion and will lead the project. Navjoy will hold a Kick-off meeting with all the relevant stakeholders within the City, including: Traffic Operations, Street Maintenance, Utilities, NCTCOG and Other stakeholders as identified. The purpose of the kick-off meeting is to provide overview of project, goals and objectives, secure support for the project and also develop a good understanding of current operations and systems being used as it pertains to projects and work zone activities. This includes the pothole identification and repair process and ties it to work zones. As part of project initiation, working with the City, Navjoy anticipates at least 2 meetings

1. Meeting with City IT staff – Navjoy will meet with IT staff to discuss integration to City website and format needs.
2. Meeting with TxDOT District – Navjoy will meet with TxDOT district to understand existing work zone data feed.

Task 1 Deliverable(s): Kick-Off Meeting Minutes (1), Meeting Notes (2),

Timeline: 8 Weeks

Cost: \$59,100

Task 2 - Project Management and Task Assignments

As part of Project Management, Navjoy will hold status update meetings with City project manager every month to discuss project progress, challenges and resolutions. Navjoy anticipates meeting with the stakeholders at meaningful milestones. This ensures that stakeholders remain engaged and to demonstrate project progress.

The task assignments may include the following:

- Detailed analysis of current operations and systems
- Detailed analysis of City's Projects
- Detailed analysis of TxDOT's work zone data feed and usability for City

As part of this task, Navjoy may have follow-up meetings with stakeholders for clarifications or additional information. This may include meetings with TxDOT or other vendors associated with stakeholders. The detailed analysis will be reviewed by Navjoy's development team to identify and address potential solutions for each analysis. These will be reviewed with City project manager and stakeholders to ensure that there are no gaps and that all concerns are being sufficiently addressed.

Task 2 Deliverable(s): Current operations & business flows memo, Detailed analysis memo, Recommendations memo, and Meeting notes for all meetings with City and TxDOT,

Timeline: 16 Weeks

Cost:\$69,100

Task 3 - Project Delivery

Based on the comprehensive analysis, Navjoy development team working with Navjoy project manager will configure the NueGOV platform to the City's needs. The Navjoy project team will follow an agile process to ensure development and feedback occur in an iterative manner.

Working with the City, Navjoy will develop a detailed implementation plan and schedule. Based on previous implementation experience, Navjoy recommends a phased roll out of the platform. This ensures that there are no big surprises during each phase. Navjoy will configure the solution in the staging environment and do internal walk throughs first and then include City project manager.

Task 3 Deliverable(s): NueGOV Platform including APP configured to City needs, Training Materials,

Timeline: 40 Weeks

Cost: \$68,100 +NueGOV Platform - \$12,000

Task 4 – Project Implementation Support and Client Satisfaction

During this task, there will be quarterly check-ins with the City project manager to ensure clients satisfaction and gather inputs on enhancements and process improvements. In addition, training & support will be provided all throughout the task duration.

Task 4 Deliverable(s): Quarterly engagement email notes, Lessons learned/next steps memo,

Timeline: 92 Weeks

Cost: \$10,940

Total project duration: 156 Weeks (3 years)

Total project cost: \$219,240

Expectation of Costs by Project Months

Task	Timeframe:	Cost:
1	Month 2	\$59,100
2	Month 6	\$69,100
3	Month 15	\$80,100
4	Month 33	\$10,940
	Total	\$219,240

APPENDIX B

FLOWDOWN PROVISIONS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION

1. Civil Rights Compliance

- a. Compliance with Regulations: The **PERFORMING PARTY** will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the United States Department of Transportation (USDOT), the Federal Highway Administration (FHWA), the Texas Department of Transportation ("the State"), as they may be amended from time to time, which are herein incorporated by reference and made part of this Contract.
- b. Nondiscrimination: The **PERFORMING PARTY**, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **PERFORMING PARTY** will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
- c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the the **PERFORMING PARTY** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the **PERFORMING PARTY** of obligations under this Contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The **PERFORMING PARTY** will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the **PERFORMING PARTY** is in the exclusive possession of another who fails or refuses to furnish this information, the **PERFORMING PARTY** will so certify to **NCTCOG**, the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the **PERFORMING PARTY'S** noncompliance with the Nondiscrimination provisions of this Contract, **NCTCOG** will impose such Contract sanctions, as it, the State or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the **PERFORMING PARTY** under the Contract until the **PERFORMING PARTY** complies and/or
 - ii. cancelling, terminating, or suspending of the Contract, in whole or in part.
- f. Incorporation of Provisions: The **PERFORMING PARTY** will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The **PERFORMING PARTY** will take such action with respect to any subcontract or procurement as **NCTCOG**, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the **PERFORMING PARTY** becomes involved

in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the **PERFORMING PARTY** may request the State to enter into such litigation to protect the interests of the State. In addition, the **PERFORMING PARTY** may request the United States to enter into such litigation to protect the interests of the United States.

2. Disadvantaged Business Enterprise Program Requirements

- a. The **PERFORMING PARTY** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (USDOT)-assisted Contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The **PERFORMING PARTY** shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted Contracts.
- b. Each sub-award or sub-Contract must include the following assurance: *The Contractor, sub-recipient, or sub-Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.*

3. Pertinent Non-Discrimination Authorities

During the performance of this Agreement the **PERFORMING PARTY**, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin).
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

By accepting this Agreement, the **PERFORMING PARTY** certifies they comply with this provision.

APPENDIX C
LOBBYING CERTIFICATION
AND DISCLOSURE OF LOBBYING ACTIVITIES

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding **one hundred thousand dollars (\$100,000)** at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of **one hundred thousand dollars (\$100,000)** to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative Agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement.

As a recipient of a federal grant exceeding **one hundred thousand dollars (\$100,000)**, **NCTCOG** requires its subcontractors of that grant to file a certification, set forth in Appendix C.1 that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with **NCTCOG** a disclosure form, set forth in Appendix C.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

APPENDIX C.1
LOBBYING CERTIFICATION

FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than **ten thousand dollars (\$10,000)** and not more than **one hundred thousand dollars (\$100,000)** for each such failure.

Signature

Title

Agency

Date

TxDOT
1-91TPFS

APPENDIX C.2
DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material charge For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime _____ Tier _____ if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department Agency:	7. Federal Program Name/Description: CFDA Number if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i> (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): \$ _____ actual planned	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____	
12. Form of payment (check all that apply): a. cash b. in-kind specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation sheet(s) SF-LLL-A attached: Yes No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and Contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative Agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the Contract grant, or loan award number; the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual Contract with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employees, or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

Standard Form - LLL-A

APPENDIX D
BUILD AMERICA BUY AMERICA CERTIFICATION

The North Central Texas Council of Governments (**NCTCOG**) requires Contractors to use iron, steel, manufactured goods, and construction materials that are produced in the United States in a manner that complies with the Build America, Buy America (BABA) requirement for projects that involve the construction, alteration, maintenance, or repair of equipment. For more information about BABA requirements and authorization, visit the Federal Highway Administration (FHWA)'s website: www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm

As a bidder for the project listed above, I certify that I have read, understand, and will comply with the "Build America, Buy America" provisions as required by federal law. Furthermore, I understand that BABA provisions apply to any and all portions of this project, including subcontracted portions and that I certify to the best of my knowledge and belief that I will identify domestic sources of BABA-covered products, provide verification documentation for BABA-compliance, and when needed provide waiver documentation per current FHWA or Texas Department of Transportation guidance.

Cost Recovery: In the event that the products do not meet the necessary compliance standards, **NCTCOG** reserves the right to enforce corrective measures upon the Contractor or subcontractor, as mutually agreed upon, to remedy the non-compliant products.

*I understand that a false statement on this certification may be grounds for rejection or termination of any award. I acknowledge that by signing this certification, I commit to adhering to **NCTCOG'S** requirements regarding the submission of compliance evidence and ensuring that subcontractors also comply with BABA provisions.*

Signature of Certifying Official

Date

Printed Name and Title of Certifying Official

Name of Company



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider a Resolution approving the terms and conditions of the NueGov Transportation as a Service Agreement between NavJoy, Inc. and the City of Duncanville to implement the NueGOV platform as part of the Work Zone Data Exchange Program in an amount not to exceed \$219,140.00.

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

**Matt Bryant
Shahad Mohammed**

BACKGROUND/HISTORY:

In March 2022, the North Central Texas Council of Governments ("NCTCOG") released a Request for Proposals (RFP) for Roadway Work Zone Data Reporting Services. TXShare awarded the Roadway Work Zone Data Reporting Services RFP to five vendors: Blynscy, iCone, Mixon-Hill, NavJoy, and One.Network.

POLICY EXPLANATION:

NavJoy developed and owns NueGOV Transportation Software as a Service (SAAS), which enables agencies to manage their assets efficiently. As part of the Work Zone Data Exchange Program through NCTCOG, we plan to implement the NueGov platform from NavJoy, Inc., to provide a clear and digitized work zone process that captures closures throughout the city, updates work zone statuses in real time, and provides alternate routes when necessary. The total cost for this project, which NCTCOG will reimburse, is \$219,140.00.

The project implementation includes four primary tasks, as outlined below and detailed

further in Exhibit A:

- Project Initiation and Coordination
 - Deliverables: Kick-off meeting minutes (1) and meeting notes (2)
- Project Management and Task Assignments
 - Deliverables: Current operations and business flows memo, detailed analysis memo, recommendations memo, and notes for all meetings with City and TxDOT
- Project Delivery
 - Deliverables: NueGOV Platform, including APP configured to City needs and training materials
- Project Implementation Support and Client Satisfaction
 - Deliverables: Quarterly engagement email notes, lessons learned/next steps memo

FUNDING SOURCE:

ORG and Object Number

13016000-700450

Available Budget

\$220,000.00

Purchase Amount

\$219,140.00

After Encumber

\$860.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution - NavJoy Software as a Service Agreement, Exhibit A - Software as a Service Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE NUEGOV TRANSPORTATION SOFTWARE AS A SERVICE AGREEMENT BETWEEN NAVJOY, INC. AND THE CITY OF DUNCANVILLE, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, TO IMPLEMENT THE NUEGOV PLATFORM AS PART OF THE WORK ZONE DATA EXCHANGE PROGRAM IN AN AMOUNT NOT TO EXCEED \$219,140.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is beneficial to implement a platform to track work zones in the city;
and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with TXShare; and

WHEREAS, TXShare has taken sealed proposals for Roadway Work Zone Data Reporting Services and awarded a contract to NavJoy, Inc.; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize the NueGOV Transportation Software as a Service Agreement with NavJoy, Inc. to implement the NueGOV platform as part of the Work one Data Exchange Program in an amount not to exceed \$219,140.00.

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 approves the terms and conditions of the NueGOV Transportation Software as a Service Agreement between NavJoy, Inc. and the City of Duncanville, attached hereto and incorporated herein as Exhibit A, to implement the NueGOV platform as part of the Work Zone Data Exchange Program in an amount not to exceed \$219,140.00, and authorizes the City Manager to execute the necessary documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 21st day of October, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

NUEGOV TRANSPORTATION SOFTWARE AS A SERVICE (SAAS) AGREEMENT

THIS NUEGOV TRANSPORTATION SOFTWARE AS A SERVICE (SAAS) AGREEMENT (this “Agreement”) made this 25th day of September, 2025, by and between Navjoy, Inc. (the “Company”), a corporation organized and existing under the laws of the State of Colorado, with its principal place of business located at 7340 East Caley Avenue, Suite 100W, Centennial, CO 80111, and City of Duncanville (the “Customer”), with its principal place of business located at 330 Shady Trail, Duncanville, Texas 75137. Company and Customer also may be hereinafter referred to individually as “Party” or jointly as the “Parties”.

I. FACTUAL RECITALS

Whereas, the Company has developed and owns NueGOV Transportation Software as a Service (SAAS) that enables governmental agencies to manage their assets more efficiently and effectively including having greater operational awareness; and

Whereas, the Company desires to grant the Customer a license to use the NueGOV Transportation Software as a SAAS (the “Software”) and to provide certain services to implement the Software to the Customer in accordance with the terms and conditions and subject to the limitations and restrictions identified in this Agreement.

NOW, THEREFORE, in consideration of this Agreement, and the mutual promises herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties understand, acknowledge and agree as follows:

II. GENERAL AGREEMENT PROVISIONS

1. GRANT OF LICENSE; SERVICES AND FEES

The Company hereby grants the Customer a fully-paid, non-exclusive, non-sublicensable, non-assignable license to access and use the Software during the term of this Agreement only and solely for the operations of the Customer in accordance with the terms and conditions of this Agreement including providing services (the “Services”) in conjunction with associated fees (collectively the “NueGov Transportation Services and Fees”) as identified on **Exhibit A**, which is attached hereto and incorporated herein.

2. TERM OF THIS AGREEMENT

The term of this Agreement (the “Term”) shall be effective from the date of full execution as signed by the Parties as of the date first written above and shall have a termination date of three (3) years from the effective date.

3. PAYMENT TERMS

The Company requires the Customer to have a valid, active license available in accordance with the terms and conditions as identified in this Agreement. The license fee for the Software and the Services is identified on **Exhibit A**. Customer shall pay Company all fees for the Software and the Services as the Services are delivered and in accordance with the terms and conditions as specified in the agreement between City of Duncanville and North Central Texas Council of Governments, Work Zone Data Exchange Program, Article 5. Reimbursement and Reporting Requirements. Failure by the Customer to pay all applicable fees pertaining to the Software and

Services as identified herein may result in a material breach of this Agreement, and the Company, in addition to any other remedies it may have, may immediately terminate this Agreement.

4. CUSTOMER RESPONSIBILITIES

The Customer shall:

- a) Provide reasonable information and assistance to the Company to enable the Company to deliver the Services. The Customer acknowledges that the Company's ability to deliver the Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.
- b) Comply with all applicable local, state, and federal laws in connection with its use of the Software, including those laws related to data privacy, and the transmission of technical or personal data. The Customer acknowledges that the Company exercises no control over the content of the data and/or information transmitted by the Customer through the Software.
- c) Not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy acts, or any other intellectual property right without first obtaining the permission of the owner of such rights.
- d) Not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or the Software, documentation or data related to the Services or the Software; modify, translate, or create derivative works based on the Services or the Software (except and only to the extent expressly authorized in writing by the Company); use the Services or the Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- e) Be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Software to facilitate the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, the "Equipment"). The Customer shall also be responsible for maintaining the security of the Equipment, Customer account passwords (including but not limited to administrative and user passwords) and files, and for all users of the Equipment.

5. OWNERSHIP AND INTELLECTUAL PROPERTY

The Customer retains ownership and intellectual property rights in and to its customer data, content and information and the Equipment. The Company retains all ownership and intellectual property right to the Services, Software, and any enhancements, modifications, alterations, adjustments, derivative works or improvement to the Services or Software. The Company shall not be liable for any loss of data or functionality caused directly by the Customer.

6. CONFIDENTIAL INFORMATION

The term "Confidential Information" as used in this Agreement means all nonpublic information of a Party, including nonpublic information relating to the Software and the Services, that is disclosed by either Party, directly or indirectly, in writing, orally or by inspection or premises or tangible objects to the other Party that is: (i) marked confidential or proprietary; or (ii) given the nature of the information or the circumstances surrounding its disclosure reasonably should be deemed confidential. Confidential Information includes, but is not limited to documents, drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, software, prototypes, samples, methodologies, formulations, trade secrets, patent applications, know-how, experimental results, specifications and other business information. Nothing herein shall limit a receiving Party's use or dissemination of Confidential Information which: (i) was known without obligation of confidentiality by the receiving Party prior to its receipt from the disclosing Party; (ii) is or becomes public

knowledge through no breach of this Agreement by the receiving Party; or (iii) is independently developed by the receiving Party without any use by the receiving Party of any such Confidential Information, or (iv) was acquired by it from a third party which without obligation of confidentiality and who was, to the best of receiving Party's knowledge, authorized to disclose such information.

During the Term each Party shall treat all Confidential Information with the same degree of care as it uses for its own confidential, proprietary and trade secret information, but in no case use less than a reasonable degree of care. Each Party shall only use Confidential Information to exercise its rights and perform its obligations under this Agreement and shall not disclose such Confidential Information to any third party without the express written consent of the Party that owns the Confidential Information. Each Party shall immediately notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

Either Party may request in writing that the other Party return or destroy its Confidential Information at any time up to twelve (12) months after the termination of this Agreement and the requested Party shall within thirty (30) days of such request return to the requesting Party or certify as destroyed all Confidential Information, in whatever form, including written or electronically recorded information and all copies thereof, provided however that the requested Party shall be entitled to retain one (1) copy of the Confidential Information with its legal counsel or other appropriate corporate representative to evidence the exchange of information hereunder and in connection with legal and statutory requirements. All such retained copies shall remain subject to the use and disclosure restrictions in this Agreement.

7. WARRANTY

THE COMPANY WARRANTS THAT IT HAS THE RIGHT AND AUTHORITY TO ENTER INTO AND GRANT THE LICENSE SET FORTH IN THIS AGREEMENT.

All Confidential Information provided under this Agreement is provided "AS IS" and specifically excludes any warranty, whether express or implied, including without limitation, and implied warranty or merchantability, fitness for a particular purpose, or accuracy. Either Party disclosing Confidential Information is not liable under this Agreement for any damages in connection with, related to, or arising out of the use of its Confidential Information.

In no event does the Company warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, the Company does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

8. TERMINATION

The Customer may terminate this Agreement for any reason on sixty (60) days' written notice to the Company; provided, however, that the license fee for the Software and including any Services provided under this Agreement are pre-paid in full to the termination date, and in accordance with the terms and conditions specified in Section 3 above (Payment Terms), and therefore, no refund whatsoever will be made to the Customer and the Customer shall have no right of claim against the Company.

9. RELATIONSHIP BETWEEN THE PARTIES

Each Party hereto shall be considered and treated as an independent contractor responsible for its own expenses and financial obligations incurred in the performance of this Agreement. The Party's employees including any agent(s) shall not be deemed as an employee of the other Party and shall not be entitled to any wage or benefits from the other Party including, but not limited to health insurance, unemployment insurance or workers compensation.

10. ENTIRE AGREEMENT

The Parties hereto agree that this Agreement, including **Exhibit A**, shall not become effective until fully executed by both Parties. No addition, deletion or amendment hereto shall have any force or effect to this Agreement, including **Exhibit A**, unless embodied in a written amendment approved and fully executed by both Parties.

11. SEVERABILITY

To the extent performance of the obligations of the Party may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provisions hereof. In such case that a court finds any provision in this Agreement invalid or unenforceable, the Parties shall negotiate in good faith a substitute provision that reflects the Parties intent at the time of entering into this Agreement and execute an amendment as identified in Section 10 above (Entire Agreement).

12. WAIVER

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder. Neither Party waives any rights in invention or development lawfully possessed by it at the time of executing this Agreement. In addition, this Agreement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade or related laws. Failure to exercise any rights under this Agreement shall not be construed as a waiver of such rights.

13. LIMITATION ON DAMAGES AND LIABILITY

Neither Party shall be liable to the other Party for consequential, indirect, exemplary, special, incidental, or punitive damages in connection with, arising under, or in relation to this Agreement or use of the Software however caused and regardless of theory of liability, except to the extent such damages arise out of or result from: (i) the negligence, recklessness, willful misconduct or intentional wrongful acts or omissions by either Party; or (ii) breach of this Agreement by either Party.

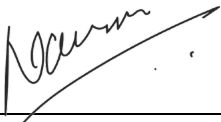
14. GOVERNING LAWS

This Agreement shall be interpreted, executed and enforced in accordance with the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, State of Colorado, which shall have exclusive jurisdiction over the Parties as respect to any dispute arising hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement as of the date first written above.

COMPANY:

NAVJOY, INC.

By: _____

Name: Navin Nageli

Title: President and CEO

CUSTOMER:

CITY OF DUNCANVILLE

By: _____

Name: Richard Abernethy

Title: Interim City Manager

SCOPE OF WORK

(NCTCOG Services Agreement #2022-035)

The City of Duncanville's Work Zone Data Exchange Project intends to implement the NueGOV platform for use by the various public works divisions (traffic operations, street maintenance, utilities, and other groups). The platform will provide a clear, digitized work zone process to capture closures throughout the city, update the work zone status in real-time, and provide alternate routes if necessary. This project will provide a WZDx Specification 4.x compliant feed to the 511DFW and Transportation System Management and Operations (TSMO) Data Hub, which then will provide a single, consolidated feed that will be registered with US DOT.

The project implementation includes four primary tasks. Below is a detailed description of each task and timeline for completion and budget.

Task 1 - Project Initiation and Coordination

The City's Public Works Department will be the project champion and will lead the project. Navjoy will hold a Kick-off meeting with all the relevant stakeholders within the City, including: Traffic Operations, Street Maintenance, Utilities, NCTCOG and Other stakeholders as identified. The purpose of the kick-off meeting is to provide overview of project, goals and objectives, secure support for the project and also develop a good understanding of current operations and systems being used as it pertains to projects and work zone activities. This includes the pothole identification and repair process and ties it to work zones. As part of project initiation, working with the City, Navjoy anticipates at least 2 meetings

1. Meeting with City IT staff – Navjoy will meet with IT staff to discuss integration to City website and format needs.
2. Meeting with TxDOT District – Navjoy will meet with TxDOT district to understand existing work zone data feed.

Task 1 Deliverable(s): Kick-Off Meeting Minutes (1), Meeting Notes (2)

Timeline: 8 Weeks and Cost: \$59,100

Task 2 - Project Management and Task Assignments

As part of Project Management, Navjoy will hold status update meetings with City project manager every month to discuss project progress, challenges and resolutions. Navjoy anticipates meeting with the stakeholders at meaningful milestones. This ensures that stakeholders remain engaged and demonstrate project progress.

The task assignments may include the following:

- Detailed analysis of current operations and systems
- Detailed analysis of City's Projects
- Detailed analysis of TxDOT's work zone data feed and usability for City

As part of this task, Navjoy may have follow-up meetings with stakeholders for clarifications or additional information. This may include meetings with TxDOT or other vendors associated with stakeholders. The detailed analysis will be reviewed by Navjoy's development team to identify and address potential solutions for each analysis. These will be reviewed with City project manager and stakeholders to ensure that there are no gaps and that all concerns are being sufficiently addressed.

Task 2 Deliverable(s): Current operations & business flows memo, Detailed analysis memo, Recommendations memo, and Meeting notes for all meetings with City and TxDOT

Timeline: 16 Weeks and Cost: \$69,100

Task 3 - Project Delivery

Based on the comprehensive analysis, Navjoy development team working with Navjoy project manager will configure the NueGOV platform to the City's needs. The Navjoy project team will follow an agile process to ensure development and feedback occur in an iterative manner.

Working with the City, Navjoy will develop a detailed implementation plan and schedule. Based on previous implementation experience, Navjoy recommends a phased roll out of the platform. This ensures that there are no big surprises during each phase. Navjoy will configure the solution in the staging environment and do internal walk throughs first and then include City project manager.

Task 3 Deliverable(s): NueGOV Platform including APP configured to City needs, Training Materials

Timeline: 40 Weeks and Cost: \$68,100 +NueGOV Platform - \$12,000

Task 4 – Project Implementation Support and Client Satisfaction

During this task, there will be quarterly check-ins with the City project manager to ensure clients satisfaction and gather inputs on enhancements and process improvements. In addition, training & support will be provided all throughout the task duration.

Task 4 Deliverable(s): Quarterly engagement email notes, Lessons learned/next steps memo, **Timeline:** 92 Weeks and Cost: \$10,940

Total project duration: 156 Weeks (3 years)

Total project cost: \$219,240

City of Duncanville - Work Zone Data Exchange Project-Fee Estimate (NCTCOG Services Agreement #2022-035)					
	Project Principal	Project Manager	Project Coordinator	Developer	Navjoy Subtotal (\$)
	\$225.00	\$180.00	\$75.00	\$50.00	
Task 1 - Project Initiation and Coordination	80	120	160	150	\$59,100.00
Task 2 - Project Management and Task Assignments	60	80	140	614	\$69,100.00
Task 3 - Project Delivery	80	120	240	210	\$68,100.00
Task 4 - Project Implementation Support and Client Satisfaction	10	31	24	24	\$10,840.00
Total	230	351	564	998	
Subtotal					\$207,140.00
Other Direct Costs					
NueGOV Platform License					\$12,000.00
Subtotal					\$12,000.00
TOTAL COST					\$219,140.00

RESOLUTION AUTHORIZING CONTRACTS WITH BLYNCSY, ICONE PRODUCTS, NAVJOY CONSULTING, MIXON/HILL, AND ONENETWORK USA FOR ROADWAY WORKZONE DATA REPORTING SERVICES

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, a Request for Proposals (RFP) #2022-035 for Roadway Workzone Data Reporting Services was advertised and proposals received on August 19, 2022; and,

WHEREAS, proposals were evaluated by a committee comprised of NCTCOG staff; and,

WHEREAS, following evaluation it is recommended that contracts be awarded to Blynscy, iCone Products, NavJoy Consulting, Mixon/Hill, and OneNetwork USA for Roadway Workzone Data Reporting Services; and,

WHEREAS, the contracts are intended to be utilized by NCTCOG, its member governments and other participating entities as part of NCTCOG's TXShare Cooperative Purchasing Program; and,

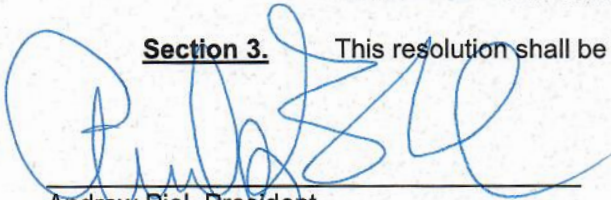
WHEREAS, NCTCOG has complied with federal and State regulations regarding contract and procurement proceedings for this Procurement #2022-035.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Contracts between NCTCOG and Blynscy, iCone Products, NavJoy Consulting, Mixon/Hill, and OneNetwork USA for Roadway Workzone Data Reporting Services, for maximum five (5) year terms, be and are hereby approved.

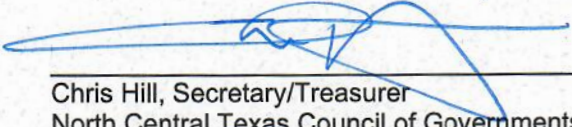
Section 2. The Executive Director or designee is authorized to execute contractual agreements necessary to carry out this program, including agreements with member governments and other entities wishing to participate in NCTCOG's Cooperative Purchasing Program, in the name of the North Central Texas Council of Governments.

Section 3. This resolution shall be in effect immediately upon its adoption.



Andrew Piel, President
North Central Texas Council of Governments
Councilmember, City of Arlington

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on December 1, 2022.



Chris Hill, Secretary/Treasurer
North Central Texas Council of Governments
County Judge, Collin County



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider a Resolution authorizing a two-year renewal lease agreement by and between the City of Duncanville and the leasing company for undercover uses in the estimated total expenditure amount of \$95,400.00.

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Chief Stogner, Police Chief

BACKGROUND/HISTORY:

The Duncanville Police Department has leased a location since June 1, 2009. The current lease expired on September 30, 2025. The department would like to enter into a two-year lease agreement. The lease will be renewed on October 1, 2025, and end on September 30, 2027.

POLICY EXPLANATION:

Due to safety and privacy concerns, the lease cannot be attached or provided to the public.

FUNDING SOURCE:

ORG and Object Number

05010000-706103

Available Budget

95,400.00

Purchase Amount

95,400.00

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution-Lease Renewal

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A TWO-YEAR RENEWAL LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE AND THE LEASING COMPANY FOR UNDERCOVER USES IN THE ESTIMATED TOTAL EXPENDITURE AMOUNT OF \$95,400.00 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Duncanville, Texas has previously leased such building since June 1, 2009; and

WHEREAS, said lease provides for two (2) one-year renewals; and

WHEREAS, the City Council of the City of Duncanville finds it to be in the best interest of the City to renew the lease for an additional two-year term and that upon the passage of the Resolution, authorize such renewal.

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

SECTION 1: That the City hereby approved the terms and conditions and does hereby renew the lease dated the 1st day of October 2025, for an additional two-year term, expiring on September 30, 2027; that such renewal will be under the same terms and conditions as the primary lease as set forth; and the Parties hereby acknowledge and by acceptance of the renewal term, of \$95,400.00; and, by occupancy under the terms of the renewal lease.

SECTION 2: The City Council of the City of Duncanville, Texas, hereby authorizes the Interim City Manager, or designee, to execute the appropriate and necessary contracts, documents, and/or purchase orders.

SECTION 3: If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the _____ day of _____ 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 21 Oct 2025

TITLE:

Consider a Resolution authorizing the execution of a Title III Federal Service Agreement with the Dallas Area Agency on Aging for the time period of October 1, 2025 through September 30, 2026.

Vision Statement:

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

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Re-Imagine: High Quality of Life**
 - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation

Tyler Agee, Assistant Director of Parks and Recreation

BACKGROUND/HISTORY:

The Dallas Area Agency on Aging (DAAA), a project of the Community Council of Greater Dallas (CCGD), is the agency designated by the Texas Health and Human Services (HHS) as responsible for planning and developing a system of service delivery for persons 60 years of age and older residing in Dallas County. DAAA annually subcontracts federal and state funds to several local governments, private non-profit and private forprofit organizations to provide nutrition and social services to older individuals and their caregivers.

The City of Duncanville has assumed the role of subcontractor for over 35 years and currently receives funding to support dine-in Congregate Meals services offered via the D.L. Hopkins Jr. Senior Center.

DAAA is requesting that the City of Duncanville review and consider the Agreement that shall become effective October 1, 2025, and remain in effect through September 30, 2026, unless terminated earlier by the parties.

POLICY EXPLANATION:

The Fiscal Year 2025 Agreement Extension has expired and FY2026 a new agreement needs to be approved.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Authorize the execution of a Title III Federal Service Agreement with the Dallas Area Agency on Aging.
2. Do not authorize the execution of a Title III Federal Service Agreement with the Dallas Area Agency on Aging.
3. Other actions as directed by Council.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AGREEMENT BY AND BETWEEN THE DALLAS AREA AGENCY ON AGING AND THE CITY OF DUNCANVILLE, TEXAS FOR CONGREGATE MEAL SERVICES FOR SENIOR CITIZENS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TITLE III FEDERAL SERVICE AGREEMENT ATTACHED HERETO AS EXHIBIT A FOR THE TIME PERIOD OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Duncanville, Texas desires to enter into an Interlocal Agreement with Dallas Area Agency on Aging (DAAA) for Title III Federal Services ("Agreement"); and

WHEREAS, pursuant to said Agreement, Dallas Area Agency on Aging will compensate the City of Duncanville on a unit rate basis for services rendered at a unit rate of \$9.57 for Title III units; and

WHEREAS, pursuant to said Agreement, Title III compensation for the provision of services to the City of Duncanville shall not exceed \$133,539.78 for said agreement period; and

WHEREAS, Dallas Area Agency on aging will provide the persons 60 years of age and older residing in Dallas County access to Congregate Meals; and

WHEREAS, the City Council for the City of Duncanville, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Duncanville to enter said Agreement for Title III Federal Funding.

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

SECTION 1. The City Council approves the agreement to provide funding for congregate meal services to senior citizens based on the terms and conditions set forth in Exhibit A, which is attached hereto and incorporated herein, for the period of October 1, 2025, through September 30, 2026; and the City Manager is authorized to execute the same.

SECTION 2. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 21st day of October, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

August 25, 2025

Jeanette Rodriguez
Senior Center Program Coordinator
City of Duncanville
203 E. Wheatland Rd.
Duncanville, Texas 75116

Dear Ms. Jeanette Rodriguez,

Attached please find the FY2026 contract with Community Council of Greater Dallas/Dallas Area Agency on Aging, containing the signature of Ms. Sharla Myers, Chief Executive Officer. Once signed by the proper authority, keep one for your files and return one to me, including our cover letter, via email as a PDF, in the same order received.

Should you have any questions, please feel free to contact Nancy Wilson, Contracts Administrator at nwilson@ccadvance.org.

Cordially,



Doris Soler
Senior Director, Dallas Area Agency on Aging
Attachments: FY2026 Contract and Legal Documents

DALLAS AREA AGENCY ON AGING
CONTRACT FOR
OLDER AMERICANS ACT PROGRAM

STATE OF TEXAS

COUNTY OF DALLAS

CONTRACT NO.: FY2026 Duncanville 0003

TIN: 30117786019

I. AUTHORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended, and its regulations; Health and Human Services regulations on administration of grants; Title 2 Code of Federal Regulations (CFR) Part 200; 45 CFR 132F; 45 CFR 91, and 1321, et seq.; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, January 2001; and all applicable Texas Department of Aging and Disability Services (DADS) and Area Agencies on Aging (AAA) and Long-Term Care Ombudsman Program rules as published in Title 26 Texas Administrative Code (TAC) Chapter 213; and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract is between the **Dallas Area Agency on Aging**, a program of the **Community Council of Greater Dallas**, hereinafter referred to as DAAA, and the **City of Duncanville**, hereinafter referred to as SUBRECIPIENT. Whereas the State of Texas, acting through Texas Health and Human Services (HHS), has designated the Community Council of Greater Dallas to act as grantee for the Area Agency on Aging (AAA), to be known as the Dallas Area Agency on Aging; and whereas the AAA is the designated authority under the OAA to administer OAA funds, DAAA and SUBRECIPIENT hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to performance and accomplishment of the tasks hereinafter described.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2025, and end on September 30, 2026.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all of the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by

implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by DAAA of an amended budget.

VI. SCOPE AND PROVISION OF SERVICES

SUBRECIPIENT agrees to provide the services and activities necessary to comply with their approved FY2026 Proposal for Services. SUBRECIPIENT'S approved FY2026 Proposal for Services is incorporated by reference into this Agreement as set forth fully herein. The last approved budget, whether original or amended, shall be deemed applicable to this contract from the date of approval.

SUBRECIPIENT assures compliance with the following provisions relating to the services covered by this contract.

- a. Eligibility – The services covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.
- b. Residency – No requirements as to duration of residence or citizenship as a condition of participation in the provision of services will be imposed on persons requesting services.
- c. Prohibition of Means Test for Services – SUBRECIPIENT shall provide all services funded by the Older Americans Act, as amended, without the use of any means test to determine eligibility for services.
- d. Services to Private Membership Prohibited – SUBRECIPIENT shall ensure that participation in nutrition site, senior center, adult day care or other support services under the Older Americans Act is not limited to membership in a specific private organization, group, association, or fraternal organization, nor show discriminating preference for such membership. Membership is never a prerequisite to receive an Older Americans Act funded service.

VII. TARGETING, OUTREACH AND COORDINATION

SUBRECIPIENT shall, in accordance with 42 U.S. Code (U.S.C.) Section 3026, and as addressed in the approved FY2026 Proposal for Services, assure it will use outreach efforts to identify individuals eligible for assistance under this contract, with special emphasis on: (1) older individuals with greatest economic need (with particular attention to low-income minority individuals); (2) older individuals who have greatest social need (with particular attention to low-income minority individuals); (3) older individuals with severe disabilities; (4) older individuals with limited English proficiency; (5) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals; and (6) older individuals at risk for institutional placement.

SUBRECIPIENT shall establish procedures and mechanisms necessary to assure effective outreach and coordination within the local aging network to assure that various activities and programs operate pursuant to the Older Americans Act and 42 U.S.C. 3001 et seq. Outreach activities must be documented and must include, at a minimum, the type of outreach activities conducted, and the number of contacts made.

SUBRECIPIENT shall be actively involved in the local aging network through coordination with other Title III contractors and social service agencies to plan, identify and assess the need for services. Where appropriate and feasible, SUBRECIPIENT will work cooperatively with other entities to develop collaborative programs. The DAAA is responsible for identifying focal points within the region and these

facilities are established to encourage the maximum collocation and coordination of services for older individuals. A list of the DAAA focal points is attached.

VIII. PERFORMANCE MEASURES

SUBRECIPIENT shall provide **Congregate Meals** to eligible participants. A unit of service for Congregate Meals is defined as **one meal**. The number of units of service under this project for the contract period shall be approximately **14,200 meals**. The number of unduplicated persons receiving services shall be approximately **150** eligible participants.

SUBRECIPIENT shall notify and request approval from DAAA for service delivery to vary from the number of contracted units of service or the number of unduplicated persons receiving the service by five percent or more (+/-5%)

IX. FUNDING OBLIGATIONS

SUBRECIPIENT acknowledges DAAA obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this contract, is limited to monies received from Federal funding from the United States Government, the State of Texas, and any other originating funding source.

SUBRECIPIENT understands that Texas Health and Human Services (HHS) operates on a reimbursement basis. Therefore, the SUBRECIPIENT must have sufficient financial solvency to sustain said contract performance until adequate funds are received by DAAA to compensate said SUBRECIPIENT.

DAAA shall not be liable to SUBRECIPIENT for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing SUBRECIPIENT'S promised performance and unit rates and/or reimbursement capitations specified.

DAAA shall not be liable to SUBRECIPIENT for any expenditures which are not allowable costs under 2 CFR Part 200, as amended, or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHS.

DAAA shall not be liable to SUBRECIPIENT for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of HHS rules, UGMS, or this contract.

De-obligation of funds shall occur based on year-to-date expenses. SUBRECIPIENT shall incur 50% of the projected expenses identified in the project budget by March 31, 2026, and at the monthly incremental equivalent percentages thereafter, through 100% by September 30, 2026. Otherwise, the DAAA may de-obligate those funds, making them no longer available for use by SUBRECIPIENT. If necessary, a notification shall be issued by the DAAA reducing the allocation by the amount in question and requiring submission of a budget amendment.

X. COMPENSATION AND ACKNOWLEDGEMENT

DAAA agrees to make payment to SUBRECIPIENT in the amounts and upon the terms and provisions as set forth in SUBRECIPIENT'S budget, and all attachments to this contract, and SUBRECIPIENT agrees to accept such payments as full compensation for services performed hereunder. All payments shall be based on the performance information reported in the approved budget, reimbursement requests, and programmatic reports.

Reimbursement payments shall be made within 90 working days of receipt of complete and correct reports. **Congregate Meals** - DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **\$9.57** for Title III units. Title III compensation for the provision of services shall not exceed **\$133,539.78**. The SUBRECIPIENT will provide a match of at least **\$0**. The unit rate for meals purchased with match funds shall be **\$10.55**.

The SUBRECIPIENT will provide a mandatory match of at least **\$13,674.92**.

SUBRECIPIENT agrees to provide services under an "at risk" unit rate or cost reimbursement methodology in accordance with the rules and program instructions of HHS and DAAA.

SUBRECIPIENT shall acknowledge funding and support by DAAA and HHS in all publicity and promotions relating to this project. The credit line should read:

"This (project, program, service) is supported, in part, by the Community Council of Greater Dallas/Dallas Area Agency on Aging and Texas Health and Human Services."

XI. PAYMENT METHODOLOGY

DAAA has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined in Section X, COMPENSATION, until SUBRECIPIENT has provided the service and reported such provision in a request for reimbursement. In the absence of written agreement to the contrary, DAAA will remit funds to SUBRECIPIENT subject to the appropriate administrative procedures and contingent upon receipt of funds from HHS and/or other funding sources.

SUBRECIPIENT shall report eligible units of service and actual allowable expenses to DAAA in frequency and in such manner, using any and all prescribed forms, as may be prescribed by DAAA.

Final payment shall be based on the information contained in the reimbursement system 45 working days following termination of this contract. This payment provision shall apply to final payment whether at completion of the contract period or in the event of early contract termination.

XII. REPORTING REQUIREMENTS

SUBRECIPIENT agrees to compile and submit all required fiscal and programmatic reports utilizing information management software provided by DAAA by the 6th day of the month following the month in which services were provided. SUBRECIPIENT agrees to maintain fiscal records to support reimbursement in conformity with the procedures established by HHS and DAAA. All fiscal and programmatic reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this contract.

SUBRECIPIENT shall complete and submit to DAAA all requests for funds on a DAAA-prescribed form in accordance with the rules and policies of DAAA. A final program report shall be submitted to DAAA on or before the date established by DAAA with not less than 45 days advance notice to SUBRECIPIENT. The total of all program reports including the final program report shall support and be reconciled to all funds received during the contract period. Under no circumstances shall requests for funds be submitted later than October 31, for the previous fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

XIII. MATCH REQUIREMENTS

SUBRECIPIENT shall provide a minimum match of ten percent (10%) of the total project costs, as required by the OAA, as amended, and HHS rules.

Match shall be in accordance with 26 TAC §213.153. All match contributions shall be expended for goods and services necessary for and specifically identifiable in the approved FY 2026 Proposal for Services.

Match shall conform to the OAA regulations, 2 CFR Part 200, and HHS rules regarding match requirements or as required in requests for proposals issued by DAAA.

XIV. PROGRAM INCOME

Program income shall be administered in accordance with 26 TAC §213.153, UGMS Subpart C ___. 25 and all applicable HHS rules. SUBRECIPIENT shall use all program income and participant contributions collected under the approved FY2026 Proposal for Services to further eligible program outcomes. All program income and participant contributions collected and expended shall be documented and managed according to HHS Rules and Regulations.

Congregate Meals - Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by SUBRECIPIENT in accordance with HHS rules and regulations. Units of service will be purchased with program income at a unit rate of **\$10.55** per unit. The goal for the program income shall be **\$2,595.30**.

XV. CONTRIBUTION POLICY

SUBRECIPIENT shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. SUBRECIPIENT shall safeguard and account for such contributions and use such contributions to expand and/or enhance program outcomes.

XVI. MAINTENANCE OF RECORDS

SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records relating to the performance of this contract. SUBRECIPIENT shall use any and all standard forms promulgated by DAAA, as applicable. The DAAA shall require the use of all such forms for all subrecipients and/or service contractors, as applicable.

All of the aforesaid records shall be made available, with reasonable notice, at SUBRECIPIENT'S office, and shall be maintained for at least seven (7) years after the termination of this agreement, or seven years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site SUBRECIPIENT may maintain all records at a designated central location (i.e., administrative headquarters) for purposes of this section.

XVII. ACCESSIBILITY OF RECORDS

SUBRECIPIENT shall give DAAA, ACL, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than seven (7) years following the end of this contract term or the resolution of any disputes relating to this contract, whichever is later. SUBRECIPIENT shall include the substance of this provision in all subcontracts.

SUBRECIPIENT agrees 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. SUBRECIPIENT understands acceptance of funds directly under the contract or indirectly through a subcontract under the 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. SUBRECIPIENT understands under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to: (1) evaluating the entity's performance under the contract or subcontract; (2) determining the state's rights or remedies under the contract; or (3) evaluating whether the entity has acted in the best interest of the state.

XVIII. SERVICE PROVIDER REVIEW

In accordance with HHS rules, DAAA shall conduct reviews of SUBRECIPIENT programmatic and fiscal activities on a regular and systematic basis to ensure compliance with established policies and regulations.

XIX. AUDIT REQUIREMENTS

SUBRECIPIENT shall have an independent audit for any fiscal year in which it receives \$750,000 or more in Federal funds combined. SUBRECIPIENT shall submit a copy of an annual audit of SUBRECIPIENT, performed by an independent certified public accounting firm within nine months after the end of SUBRECIPIENT'S fiscal year, to DAAA. The audit shall cover SUBRECIPIENT'S entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by DAAA or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Title 2 CFR, Part 200 and Nonprofit Organizations; and UGMS.

SUBRECIPIENT understands and agrees SUBRECIPIENT shall be liable to DAAA for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a DAAA program shall be resolved within one hundred eighty (180) calendar days following receipt of SUBRECIPIENT'S audit by DAAA, otherwise disallowance of questioned costs shall be implemented, and SUBRECIPIENT shall be liable to DAAA for such disallowed costs.

SUBRECIPIENT shall have the right to appeal any such disallowance of costs in accordance with 26 TAC §213.153, Appeal Procedures for Area Agency on Aging Contractors.

SUBRECIPIENT shall procure audit services no less frequently than every five years. In the event the same audit firm is utilized for more than five consecutive years, SUBRECIPIENT shall request the audit firm assign a different audit manager to the project. The ability to assign a different audit manager shall be a consideration in the procurement for audit services.

SUBRECIPIENTS receiving funding under the \$750,000 threshold are required to have an accounting of the previous year's operations on file during the annual review process.

XX. IDENTIFICATION OF HIGH RISK

DAAA may identify a SUBRECIPIENT as high risk in accordance with the UGMS, Grant Administration, Section III, Subpart B, paragraph _12, 2 CFR Part 200, and HHS policies. DAAA may inform

SUBRECIPIENT of the identification as high risk in writing. DAAA may state the effective date of the identification as high risk, the nature of the issues that led to the identification as high risk, and any special conditions or restrictions. The identification as high risk may remain in effect until DAAA determines SUBRECIPIENT has taken corrective action sufficient to resolve the issues that led to the identification as high risk.

XXI. PAYMENT SUSPENSION, PENALTIES AND CONTRACT TERMINATION

In the event monitoring/evaluation activities by HHS, DAAA or its agents disclose deficiencies in SUBRECIPIENT'S performance, or its service providers supported under provisions of this contract, DAAA shall take appropriate remedial steps to resolve such non-compliance. Remedies such as a corrective action plan, training or other actions based on the identified risk may be required of SUBRECIPIENT by DAAA. Continued non-compliance or identification of unallowable or disallowable activities/actions/processes will result in sanctions or penalties or both in accordance with 26 TAC §213.5.

DAAA or SUBRECIPIENT may elect to terminate this contract upon ten (10) calendar days' written notice from the terminating party to the other party. SUBRECIPIENT, upon notification of termination, shall have the right to appeal for such termination following procedures outlined by DAAA.

This contract also may be terminated upon the occurrence of any of the following events:

- a. Discontinuance of funding to DAAA from HHS.
- b. Failure of SUBRECIPIENT to comply with any or all of the terms and conditions of this contract and any attachments thereto; or
- c. Mutual agreement between DAAA and SUBRECIPIENT.

In the event of termination, the SUBRECIPIENT shall submit final billings for units of service delivered pursuant to the contract. Final billings will be submitted to DAAA within fifteen (15) calendar days after date of termination. DAAA shall reimburse those units of service delivered in accordance with the contract, prior to termination.

At the date of termination, DAAA may require SUBRECIPIENT to transfer title and deliver to DAAA or to another authorized contractor any property acquired by Federal or State funds or assigned to SUBRECIPIENT by DAAA for the purposes of this contract.

SUBRECIPIENT may dispose of property having a current value, at the time of termination, of less than \$500, in any manner, and DAAA shall make no recovery. DAAA shall provide instructions to SUBRECIPIENT regarding disposition of all property having a current value, at the time of termination, of \$500 or more, within fifteen (15) days following notice of termination.

XXII. RECAPTURE OF PAYMENTS

If SUBRECIPIENT has failed to comply with the terms of this contract that govern the use of monies pursuant to this contract, or if SUBRECIPIENT has received funds in excess of those actually earned, DAAA may take appropriate action including the recapture of payment and/or withholding of funds.

XXIII. DATA USE AGREEMENT (Attachment A)

SUBRECIPIENT agrees to abide by the terms and conditions as agreed and signed in the Data Use Agreement (DUA) Attachment 1 attached.

XXIV. ASSURANCES & CERTIFICATIONS (Attachment B)

SUBRECIPIENT hereby provides all assurances required by law as set forth in Attachment B of this contract. All assurances and certifications contained in Attachment B are hereby incorporated by reference into this contract for all purposes as set forth fully herein. SUBRECIPIENT must certify compliance with assurances and certifications will be accomplished.

SUBRECIPIENT shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject SUBRECIPIENT to penalties, disallowance of funds, and other action, up to and including termination.

XXV. DEBARMENT & SUSPENSION (Attachment C)

As required by Federal Executive Order 12549, Debarment and Suspension and implemented at 2 CFR Part 200, for prospective participants in Federal assistance programs:

SUBRECIPIENT certifies Attachment C to the best of his or her knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals.

SUBRECIPIENT also agrees by signing and submitting Attachment C, that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

XXVI. LIABILITY TO THIRD PARTIES

DAAA does not assume any liability to third persons, nor will DAAA reimburse SUBRECIPIENT for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder.

SUBRECIPIENT shall give DAAA or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against SUBRECIPIENT arising out of the performance of this contract. SUBRECIPIENT shall furnish immediately to DAAA copies of all pertinent papers received by SUBRECIPIENT in connection with any such suit, action, or claim. DAAA or HHS shall have the option to intervene in such actions to represent their interests.

XXVII. CODE OF CONDUCT

SUBRECIPIENT shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by Federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.

SUBRECIPIENT'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for any purpose that is or gives appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of SUBRECIPIENT and no other public official or officer or member of the Board of

SUBRECIPIENT who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

XXVIII. INSURANCE AND LICENSING

SUBRECIPIENT shall secure licensing when appropriate and shall maintain adequate liability insurance to protect health and safety of clients and employees that comply with all applicable state and federal statutes. Proof of licensing and insurance shall be made available to monitoring agents upon request.

XXIX. FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect, that in such event the service delivery shall be provided according to emergency management plans.

XXX. CONTRACT NOTICES

Any notice required to be given pursuant to the provisions of this contract shall be in writing and shall be deemed given upon actual receipt or upon deposit in the United States Postal Service Post Office with the proper postage affixed and addressed to the parties indicated on Page 1 of the opening statement of this contract until due notice has been given of a change of address.

For DAAA:
Sharla Myers
Chief Executive Officer
Community Council of Greater Dallas/
Dallas Area Agency on Aging
1341 W. Mockingbird Lane, Suite 1000W
Dallas, TX 75247

For SUBRECIPIENT:

Name & Title

Address

City, State, Zip

XXXI. POLITICAL ACTIVITY

No funds under this contract may be used in any way to attempt to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of a federal loan the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. SUBRECIPIENT, if a recipient of Federal assistance exceeding \$100,000 through HHS, will comply with 31 U.S.C. Section 1352.

XXXII. SECTARIAN INVOLVEMENT

SUBRECIPIENT shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted in light of HHS rule 26 TAC §213.203 and 2 CFR Part 200.

XXXIII. RIGHT TO APPEAL

Any applicant to provide services whose application or Proposal for Services is denied or whose contract is terminated or not renewed (except as provided in 2 CFR Part 200) has a right to appeal such action. The applicant shall give notice of appeal to DAAA within 10 days after it receives DAAA's action letter. Appeals Procedures adopted by HHS and codified at 26 TAC §213.7 will be used as the appeals process.

XXXIV. INDEPENDENT CONTRACTOR

In the performance of obligations under this contract, SUBRECIPIENT shall act as an independent contractor and not as an agent, representative or employee of DAAA. No employee, agent, or representative of SUBRECIPIENT shall be considered an employee of DAAA nor be eligible for any benefits, rights or privileges afforded to DAAA employees.

SUBRECIPIENT shall not subcontract or assign work to be performed under the terms of this contract to a third party without prior written notification to DAAA and prior written consent from the DAAA Director. SUBRECIPIENT, in subcontracting any of the performance herein, understands and assures that its subcontractor shall comply with the terms and conditions of the contract.

XXXV. ORAL AND WRITTEN AGREEMENT

All oral or written agreements made prior to this contract have been reduced to writing and are contained herein by the execution of this contract including any proposals submitted by the SUBRECIPIENT. SUBRECIPIENT evidences its understanding and agrees that any prior agreement is terminated as of the effective date of this contract. Both parties agree that DAAA shall not be liable for any costs incurred by SUBRECIPIENT except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from DAAA is obtained prior to the expenditure.

XXXVI. EMERGENCY MANAGEMENT

SUBRECIPIENT shall coordinate with the DAAA, the Texas Department of Public Safety, the Federal Emergency Management Agency (FEMA), county and local government entities and engage in those activities that meet the needs of the elderly during and after natural, civil defense, and/or man-made disasters.

In the event of a disaster, whether man-made, natural or of a civil defense nature, SUBRECIPIENT will provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation and volunteers.

XXXVII. SEVERABILITY

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of any other provision of this contract.

XXXVIII. APPLICATION OF LAW & VENUE

All claims against DAAA by SUBRECIPIENT seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to the contract shall be filed in Dallas County.

In the case of claims requiring federal jurisdiction, filing shall be within the Federal court district in which alleged events occur or in which the DAAA administrative office resides.

XXXIX. SURVIVAL OF TERMS

The following portions of this Agreement shall survive termination: VI, XI, XII, XVII, XIX, XXI, XXII, XXV, XXIX, XXXIV, XXXV, XXXVII, and XXXVIII.

XXXX. ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for the SUBRECIPIENT agency.

FOR SUBRECIPIENT:

CITY OF DUNCANVILLE

Typed Name of Authorized Official

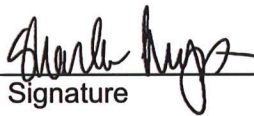
Signature of Official

Title of Authorized Official

Date

**FOR THE COMMUNITY COUNCIL OF
GREATER DALLAS/DALLAS AREA AGENCY
ON AGING:**

Sharla Myers
Chief Executive Officer



Signature

August 25,2025

Date

8/25/25 3:29 PM

Provider Name: City of Duncanville

AAA Name: Area Agency on Aging of Dallas County

Congregate Meals

BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 149,777.00

2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	13,954	Other Funds Eligible Meals	0	Other Sources 5	0	
Program Income	246	Other Funds - Non-Eligible Meals	0	Other Sources 6	0	2. 14,200

3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 10.55

Reimbursement Calculation

4. Projected NSIP per Meal Value	HHS OAAA
	0.73

5. Rate Less NSIP per Meal Value	\$ 9.82
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6. Mandatory Local Match of 10%	\$ 0.98
---------------------------------	---------

** If Applicable, Match Reduction
From the In-kind Match
Certification form

\$ -

Required Cash Match	\$ 0.98
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7. Proposed Meal Rate (Line 3 minus Line 6)	\$ 9.57
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** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Duncanville
Legal Name of Contracted Provider

Printed/Typed Name of Signer

Signature

Date

Area Agency on Aging of Dallas County
Name of Area Agency on Aging

Printed/Typed Name of Signer

August 25, 2025

Signature

Date

8/25/25 3:29 PM

Provider Name: City of Duncanville

AAA Name: Area Agency on Aging of Dallas County

Congregate Meals

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Duncanville

Name of Contracted Provider

Printed/Typed Name of Signer

Date

Signature

Signer Authority:

(check one)

☐

Sole Proprietor

☐

Partner

☐

Corporate Officer

☐

Association Officer

☐

Board Member

☐

Governmental Official

Attachment A:

Data Use

Agreement

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement ("DUA") is effective as of the date of the Base Contract into which it is incorporated ("Effective Date"), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services ("HHS") and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor's rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS's remedies in the event of Contractor's noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as "business associate" is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

"Authorized Purpose" means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Breach" means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Destroy”, “Destruction”, for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

“Discover, Discovery” means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

“Legally Authorized Representative” of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

“Required by Law” means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

“Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

“Workforce” means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

- (1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.
- (2) Engage in prohibited marketing or sale of Confidential Information.
- (3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*. Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred;
- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.
- (D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

- (A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.
- (C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

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(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

HHS000874100009

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with City of Duncanville (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: Sharla Myers
NAME: Sharla Myers
TITLE: CEO
DATE: August 25, 2025

BY: Richard B. Abernethy
NAME: Richard B. Abernethy
TITLE: Interim City Manager
DATE: 8/14/2025

Attachment B:

Assurances and

Certifications

STANDARD ASSURANCES

The City of Duncanville submits this application as required under
(Applicant)

Title III of the Older Americans Act of 1965, as amended, and hereby agrees to administer the program in accordance with the regulation, policies and procedures prescribed by the Dallas Area Agency on Aging, the Commissioner on Aging, and Secretary of Health and Human Services.

1. The Applicant understands that the purpose of the Title III program is to foster the development of comprehensive and coordinated service system for older persons within the Planning and Service Area.

The primary objectives of this system are to secure and maintain independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and to remove individual barriers to economic and personal independence for older persons, including the provision of opportunities for employment and volunteer activities in the communities where older persons live.

2. The Applicant further understands that in order to achieve the purpose of the Title III program, the resources made available to the Applicant by the Area Agency on Aging are designed to:
 - (a) Draw in commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements directed toward maximum utilization of existing resources on behalf of older persons;
 - (b) Make existing supportive services more accessible to older persons in need through the development and support of services which can increase the ability of older persons, including the older physically and mentally disabled, to obtain other supportive services; and
 - (c) Promote comprehensive services for the elderly through the development and support of supportive services which are needed by older persons, but which are not otherwise available.
3. The Applicant understands and agrees to follow priorities set by the Area Agency on Aging for serving older persons with greatest economic or social need with priority going to the frail elderly minority.
4. The applicant must specify how he intends to satisfy the needs of low-income minority individuals in the area served at least in the proportion that they represent the total population in the area served.
5. Authority and Capacity of Applicant

The Applicant assures that it has the authority to develop the application and the capacity to carry out a program pursuant to the application.

6. Standards of Personnel Administration

In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed by the US Civil Service Commission pursuant to Section 208 of the Inter-governmental Personnel Act of 1970 modifying or superseding such standards. Such methods will be maintained in the files of the Applicant and will be made available to the Area/State Agency upon request.

7. Coordination with Social Security Act Programs

The Applicant will provide for maximum coordination between its programs and activities under the application and the resources available under Title VI, XIX and XX of the Social Security Act.

8. Contributions for Supportive Services and Nutrition Services

The applicant will afford participants the opportunity to contribute all or part of the costs of the services provided. Each participant will be permitted to determine for himself what he is able to contribute toward the cost of the service. No older person shall be denied a service because of his failure to contribute all or part of the cost of such service. The Applicant will provide that the methods of receiving contributions from individuals will be handled in such a manner as not to publicly differentiate among individual's contributions.

9. Prohibition of Means Test for Services

The Applicant will provide all services funded by the Older Americans Act, as amended, without the use of any means test and will establish procedures and monitor all subcontractors to ensure that a means test is not used to determine eligibility for services.

10. Licensure Requirements

The Applicant will operate fully in conformance with all applicable Federal, State and local fire, health, safety and sanitation and other standards prescribed in law or regulations. The Applicant provides that where the State or local public jurisdictions require licensure for the provision of services, the applicant providing such services shall be licensed.

11. Evaluation

The Applicant will cooperate and assist in any efforts undertaken by the Area Agency on Aging, the Texas Department on Aging or the Administration on Aging to evaluate the effectiveness, feasibility and cost of activities under the application.

12. Confidentiality

The Applicant will ensure that no information about, or obtained from, an individual in its possession will be disclosed in a form identifiable with the individual without the informed consent of such individual. Lists of older persons compiled pursuant to the provision of (insert Applicant name) City of Duncanville will be used solely for the purpose of providing services, and only with the informed consent of each individual on the list.

13. Records and Reports

The Applicant will keep such records and make such reports in such form and containing such information as may be required by administrative rule or executive policy or as necessary to meet reporting requirements established by the Area Agency on Aging, State Agency, Administration on Aging, the Legislative Budget Board or any other funding authority.

The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of fund within the award, including the disposition of all monies received from the Area Agency on Aging, and the nature and amount of all charges claimed to be against such funds.

14. Equal Opportunity and Non-Discrimination

(a) The Applicant Agency has an equal employment opportunity policy implemented through an affirmative action plan for all aspects of personnel administration as specified by 5 CFR 900 607 (EEO regulation) and 5 CFR Part 900F (merit system regulation).

(b) All recipients of funds from the Area Agency are required to operate each program activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by handicapped persons. When structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.11 et.seq.

(c) The Applicant will comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulations is attached. Also, the Applicant further certifies that it has no commitments or obligations which are inconsistent with compliance with these or any other pertinent Federal Regulations and policies and that any other agency, organization, or party which participates in the implementation of the application will have no such commitments or obligations.

(d) In compliance with requirements of 45 CFR 80 and 45 CFR 84, all recipients of federal funds shall maintain a procedure to receive and resolve discrimination complaints. Notice of procedure will be made on a continuing basis.

All complaints will be informed in writing that subcontractor decisions may be appealed to the Area Agency on Aging.

(e) The Applicant will comply with the Age Discrimination in Employment Act of 1967. (29 USC 621 et.seq.)

15. Political Activities

The Applicant assures that it will comply with the provisions regarding political aid and legislative influence as cited in applicable sections of the State Appropriations Act, Section 5, Article 5 (SB 179; 68th Legislature).

16. Code of Conduct

Applicants shall maintain a written code or standard of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal Funds. No employee, officer or agent of the grantee shall participate in selection, or in the award of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer or agent; any member of his/her immediate family, his or her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for the award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

Grantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

17. Amendments to the Application

The Applicant assures that it will submit to the Area Agency on Aging for prior approval documentation of the necessity for any substantial changes, additions, or deletions to the Grant Application.

18. The Applicant assures that it will comply with all Federal and State regulations and guidelines required by the Texas Department of Aging and Disability Services and the Area Agency on Aging.

19. Assistance for Elderly Disaster Victims

Upon declaration of a major disaster by the President, the Applicant will cooperate with the Area and State Agency to assess the extent of the disaster impact upon persons aged 60 years and over and to coordinate the public and private resources in the field of aging in order to assist older disaster victims.

20. The Applicant assures that they will comply with procedures the Area Agency has established for:

(a) Eligibility

The activities covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.

(b) Residency

No requirements as to duration of residence or citizenship will be imposed as a condition of participation in the applicant's program for the provision of services.

(c) Coordination and Maximum Utilization of Services

The Applicant, to the maximum extent, coordinates and utilizes the services and resources of other appropriate public and private agencies and organizations.

(d) Legal Assistance Services

The Applicant assures that no provider of legal assistance under Title III of the Older Americans Act, as amended, will be required to reveal any information that is protected by the attorney-client privilege.

(e) In Home Services

The in-home services provided by the Applicant under the provisions of Section 341 or the Older Americans Act, as amended, will be coordinated with State and local agencies and private nonprofit organizations which administer and provide services relating to health, social services, rehabilitation and mental health services.

(f) Outreach

The applicant will provide outreach efforts that will identify individuals eligible for assistance under the Older Americans Act and inform these individuals of the availability of such assistance. The outreach efforts will target older individuals with greatest economic or social need with particular attention to the low-income minority individuals, rural elderly and other individuals with severe disabilities.

21. The applicant will have procedures for obtaining the view of participants about the services they receive.

By Richard B. Abernethy
(President, Chairman of the Board, or comparable
authorized official)

(Typed Name) Richard B. Abernethy Date 8/14/2025

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE
REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereinafter called the "recipient") HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation [45 C.F.R. 84.59a)], the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments of other assistance made after such date on applications for federal financial assistance that were approved before such date. The recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in 84.5(b) of the regulation [45 C.F.R. 84.5(b)].

The recipient: - [Check (a) or (b)]
a. ☐ employs fewer than fifteen persons;
A73
b. ☒ employs fifteen or more persons and, pursuant to 84.7(a) of the regulation [45
CF. >R> 84.7(a)],
A74 has designated the following person(s) to coordinate its efforts to comply with the HHS
regulation:

Name of Designee(s) - Type or Print
C12 C42

City of Duncanville
Name of Recipient - Type or Print

203 E. Wheatland Rd.
Street Address or PO Box

75-6004591
(IRS) Employer Identification Number

Duncanville
City

TX 75116
State Zip

I certify that the above information is complete and correct to the best of my knowledge.

8/14/2025

Date

Richard B. Abonethy

Signature and Title of Authorized Official

If there has been a change in name or ownership within the last year, please PRINT the former name below:

CCGD – Dallas Area Agency on Aging
FY2026

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

City of Duncanville (hereinafter called the "Applicant")
Name of Applicant (type or print)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issues pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal Financial Assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

Date 8/14/2025

Richard B. Abernethy
Applicant (type or print)

203 E. Wheatland Rd.
Applicant's mailing address

By Richard B. Abernethy
Signature and Title of Authorized Official

AFFIRMATIVE ACTION PLAN

City of Duncanville
(Authorized official for the applicant agency) HEREBY AGREES THAT IT WILL ENACT

THIS AFFIRMATIVE ACTION PLAN. Affirmative action is a management responsibility to take the necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of the agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following:

Title VI of the Civil Rights Act of 1964 which prohibits discrimination because of race, color, religion, sex or national origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges, and conditions of employment.

The Equal Pay Act of 1963 which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act which prohibits discrimination because of age against anyone between the ages of 40 and 70.

Federal Executive Order 11246 which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration on Aging Program Instruction AoA-PI-75-11 which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency", shall develop and implement an affirmative action plan for a single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973 which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

The Americans with Disability Act which guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

The Drug-Free Workplace Act of 1988 which directs the creation and maintenance of a workforce environment that is free of alcohol and drugs.

Ashley Jacobs is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

CCGD – Dallas Area Agency on Aging
FY2026

COMMUNITY COUNCIL OF GREATER DALLAS
AREA AGENCY ON AGING

CERTIFICATION REGARDING DELINQUENT CHILD SUPPORT
(Only to be completed by FOR-PROFIT agencies)

SECTION 82. SEC. 231.006, Family Code as added by House Bill 655: INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENTS ON STATE CONTRACT:

- (a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - (1) receive payments from state funds under a contract to provide property, materials, or services; or
 - (2) receive a state-funded grant or loan.
- (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - (1) all arrearages have been paid; or
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- (c) A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- (d) A contract, bid, or application subject to the requirements of this section must include the following statement:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- (e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.
- (f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

- (g) This section does not create a cause of action to contest a bid or award of a state grant, loan, or contract. This does not impose a duty on the Title IV-D agency to collect information to send to the comptroller to withhold a payment to a business entity. The Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be cost effective.
- (h) This section does not apply to a contract between governmental entities.
- (i) The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.

Agency name: City of Duncanville

Richard B. Alonetti
Signature of authorized representative

Interim City Manager
Title of authorized representative

8/14/2025
Date

CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

I have read the Texas Administrative Code 26 TAC, Rule §213.151 and hereby notify the Director of the Dallas Area Agency on Aging of a conflict of interest I hold.

If there is not a conflict of interest or potential conflict of interest, please select "No" for both questions, and sign and date.

Does the Applicant have as an officer, director, employee, consultant or owner (in whole or in part) who is?

1. Related to (see relationship key below) a current employee of the Community Council of Greater Dallas (CCGD) or Dallas Area Agency on Aging (DAAA), member of the CCGD Board of Directors or DAAA Advisory Council?

 X No

 Yes (If yes, please explain) _____

2. A person who is currently an employee of CCGD or DAAA or a member of the CCGD Board of Directors or DAAA Advisory Council, or a volunteer working within CCGD or DAAA programs?

 X No

 Yes (If yes, please explain: _____

Relationship key: Wife, Husband, Son, Daughter, Father, Mother, Brother, Sister, Stepson, Stepdaughter, Mother-in-law, Father-in-law, Spouse's sister, Spouse's brother

I certify that the information above is complete, true and correct to the best of my knowledge.

I understand that lack of full, true and complete disclosure may be grounds for withholding payment for delivery of service and may cause contract termination.

Richard B. Abonety

Signature of Authorizing Individual

Interim Assistant City Manager

Printed Name and Title

8/14/2025

Date

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I have read the Texas Administrative Code 26 TAC, Rule §213.151 and hereby notify the Director of the Dallas Area Agency on Aging of a conflict of interest I hold.

If there is not a conflict of interest or potential conflict of interest, please select "No" for both questions, and sign and date.

Does the Applicant have as an officer, director, employee, consultant or owner (in whole or in part) who is?

1. Related to (see relationship key below) a current employee of the Community Council of Greater Dallas (CCGD) or Dallas Area Agency on Aging (DAAA), member of the CCGD Board of Directors or DAAA Advisory Council?

 X No

 Yes (If yes, please explain) _____

2. A person who is currently an employee of CCGD or DAAA or a member of the CCGD Board of Directors or DAAA Advisory Council, or a volunteer working within CCGD or DAAA programs?

 X No

 Yes (If yes, please explain: _____

Relationship key: Wife, Husband, Son, Daughter, Father, Mother, Brother, Sister, Stepson, Stepdaughter, Mother-in-law, Father-in-law, Spouse's sister, Spouse's brother

I certify that the information above is complete, true and correct to the best of my knowledge.

I understand that lack of full, true and complete disclosure may be grounds for withholding payment for delivery of service and may cause contract termination.

Richard B. Abney
Signature of Authorizing Individual

Interim Assistant City Manager
Printed Name and Title

8/14/2025
Date

**AREA AGENCY ON AGING
CERTIFICATION REGARDING LOBBYING**

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

1. no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
2. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

City of Duncanville
Agency

8/14/2025
Date

Michael B. Abney

Name of Authorized Representative

Interim Assistant City Manager
Title of Authorized Representative

FY2026 CONFIRMATION OF RECEIPT AND REVIEW
REFERENCES AND LINKS

1. Texas Dept. on Aging Standards:

TAC.26 §213.203, Nutrition Service Standards

☐ TAC.26 §213.201, Transportation Service Standards

☐ TAC.26 §213.217, Senior Centers

All Texas Administrative Code standards are located at the Texas Secretary of State website: www.sos.state.tx.us.

2. P.L. 100-175, Older Americans Act of 1965, as amended.

<https://www.gpo.gov/fdsys/pkg/STATUTE-101/pdf/STATUTE-101-Pg926.pdf>

3. Regulations pertaining to Grants for State and Community

Programs on Aging as follows:

☐ 7 CFR, Part 250

☐ 45 CFR, Part 74 (applies to specific bidders)

☐ 45 CFR, Part 80

☐ 45 CFR, Part 84

☐ 45 CFR, Part 91

☐ 45 CFR, Part 92 (The Common Rule)

USDA-FNS - Food & Nutrition Service (FNS) Search Results (usa.gov)

<https://www.gpo.gov/fdsys/granule/CFR-2000-title45-vol1/CFR-2000-title45-vol1-part74>

<https://www.gpo.gov/fdsys/search/searchresults.action?st=45+CFR+PART+80>

<https://www.gpo.gov/fdsys/search/search.action?na=&se=&sm=&flr=&rcode=&dateBrowse=&govAuthBrowse=&collection=&historical=false&st=45+CFR+PART+84&=45+CFR+PART+80&psh=&sbh=&tfh=&originalSearch=&fromState=&sb=re&ps=10&sb=re&ps=10>

<https://www.bing.com/search?q=45%20cfr%20part%2091&qsn=&form=QBRE&sp=-1&pq=45%20cfr%20part%2091&sc=8-14&sk=&cvid=076D7A407A0340BEB30839EA7F1BC945>

<https://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol1/CFR-2011-title45-vol1-part92>

4. OMB Super Circulars 2 CFR 200

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

5. Title VI of the Civil Rights Act of 1964

<https://www.justice.gov/crt/fcs/TitleVI-Overview>

6. Section 504 of the Rehabilitation Act of 1973

[Index | U.S. Department of Labor \(dol.gov\)](#)

7. Age Discrimination Act of 1975

http://www.dol.gov/oasam/regs/statutes/age_act.htm

8. Americans with Disabilities Act of 1991, as applicable Texas Department of Aging and Disability Services Policies & Rules as published in the Texas Register under Chapter 251, et seq. (Title 40, Part IX, Texas Administrative Code.)

http://www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm

9. SPURS Job Aids, Training Manuals and Forms

☐ Nutrition Programs Job Aids

<https://hhs.texas.gov/doing-business-hhs/provider-portals/long-term-care-providers/area-agencies-aging/aaa-procedures>

All Texas Administrative Code standards are located at the Texas Secretary of State website: www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at

https://acl.gov/search?search_api_fulltext=AoA

DAAA:

Doris Soler
Director, Dallas Area Agency on Aging
Community Council of Greater Dallas/
Dallas Area Agency on Aging
1341 W. Mockingbird Lane, Suite 1000W
Dallas, TX 75247

SUBRECIPIENT:

City of Duncanville

Richard B. Abernathy - Interim City Manager
Name & Title

203 E. Wheatland Rd.
Address

Duncanville, TX. 75
City, State, Zip

Your signature below acknowledges the receipt and review of the above-mentioned references and links.

Richard B. Abernathy
Name

8/14/2025
Date

Richard B. Abernathy
Signature

Attachment C: Debarment and Suspension

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United State Department of Agriculture or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? _____ YES ☒ NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification in all covered subcontracts and in solicitations for covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily

excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these items, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of agriculture, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor/grantee:

- X The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.
- The potential contractor/grantee is unable to certify one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

City of Duncanville – D.L. Hopkins Jr., Senior Center
NAME OF POTENTIAL CONTRACTOR/GRANTEE:

75-6004591
VENDOR ID NO. / FEDERAL EMPLOYER'S ID NO.

Richard B. Abernethy
Signature of Authorized Representative

8/14/2025
Date

Richard B. Abernethy
Printed/Typed Name of Authorized Representative

Interim City Manager
Title of Authorized Representative



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider a Resolution approving a grant agreement between the Duncanville Community and Economic Development Corporation and the City of Duncanville in the amount of \$359,429 as funding for increased policing activities and equipment in commercially zoned areas of the city as part of the FY 2025-2026 Budget adopted by the City Council on September 16, 2025.

Vision Statement:

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

Pillar:

Resilient Economic & Community Development

STAFF RESPONSIBLE:

Marlon Goff

BACKGROUND/HISTORY:

As part of the fiscal year budget deliberations by the Duncanville Community and Economic Development Corporation (DCEDC) for the fiscal year 2025-2026, the Duncanville Police Department provided crime statistics and response data that illustrate a dramatic increase in criminal activity along our major commercial corridors, including HWY-67 and I-20. In response to the potential impact on consumer safety, commercial transactions and attraction of future investment, the DCEDC approved Resolution 2025-07-24 awarding a Public Safety Grant to the Duncanville Police Department in the amount of \$359,429 as part of the fiscal year budget.

The use of 4B Economic Development Corporation Funds to support public safety is authorized under the Texas Local Government Code. The public safety grant awarded to the Duncanville Police Department will be used to support the following public safety initiatives:

1. **Vehicle Crime Suppression Unit:** Dedicated unit targeting theft crimes in commercial areas
2. **Real Time Crime Center:** Enhanced monitoring and rapid response capabilities

for business districts

3. **Increased Commercial Patrols:** Expanded police presence in key commercial corridors
4. **Crime Prevention Technology:** Advanced surveillance and detection systems for commercial centers and local hotels

The Duncanville Police Department will provide the DCEDC Board a quarterly briefing to report on crime statistics, progress and general updates on this initiative.

POLICY EXPLANATION:

Resolution No. 2025-07-24 was approved by the Duncanville Community and Economic Development Corporation as part of the FY 2025-2026 Budget.

FUNDING SOURCE:

ORG and Object Number

12990100-012-1299-129901-799001

Available Budget	Purchase Amount	After Encumber
\$600,000	\$359,429	\$240,571

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Police Grant Agreement, PPT Presentation, Resolution_Police Grant_DCEDC

STATE OF TEXAS

§
§
§

GRANT AGREEMENT BY AND BETWEEN
DCEDC AND CITY OF DUNCANVILLE,
TEXAS

COUNTY OF DALLAS

This Grant Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, acting by and through its Board of Directors and its President (the "DCEDC") and City of Duncanville, Texas ("City") by and through its City Council located in Dallas County.

WITNESSETH:

WHEREAS, pursuant to the authority of the Development Corporation Act, (Title 12, Subtitle C1 of the Tex. Loc. Gov. Code or "the Act"), the DCEDC will provide funding to the City to assist the Police Department to offset the costs of increased policing efforts in the commercial, retail and business corridors of the community.

WHEREAS, the DCEDC finds that this agreement is in the public interest and serve a public purpose and will increase and enhance the community in the City and provide a safe environment for business owners and patrons to foster economic development and growth of the City; and, that such agreement will promote the general health, safety and welfare of its citizens;

WHEREAS, the DCEDC is authorized by Chapter 505, et seq, of the Texas Local Government Code to use its funds for the recited public purpose in the City; and

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" shall mean the City of Duncanville, Texas, acting by and through its City Manager.

"Effective Date" shall mean the last date this Agreement is signed by the authorized representatives of all parties hereto.

"Expiration Date" shall mean the date that the parties have fully satisfied their respective obligations herein.

"Grant" shall mean the payment of Three Hundred Fifty-Nine Thousand Dollars and No Cents (\$359,429) of DCEDC funds to provide funds to the City to assist for increased police presence in the commercial zoned areas of the city provide funding of equipment and

programming to curtail, prevent criminal and otherwise provide an even moreover level of safety for business owners and patrons, as set forth in Exhibit A, which is attached hereto and incorporated herein.

"DCEDC" shall mean the Duncanville Community and Economic Development Corporation, a Type B sales tax corporation created pursuant to Chapters 501 and 505 of the Development Corporation Act (Title 12, Subtitle C1 of the Tex. Loc. Govt. Code), acting by and through its Board of Directors.

Article II

Term

This Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Grants

3.1 **Amount of Grants.** Subject to the City of Duncanville satisfaction of all terms and conditions of this Agreement, the DCEDC agrees to provide a Grant, as defined herein, to the City of Duncanville.

3.2 **Payment of Grants.** The Grant shall be paid to City of Duncanville in lump sum payment within thirty (30) days of execution of this Agreement.

3.3 **Consideration for the Grants.** The DCEDC agreement herein is in consideration of and entered on the condition that the City shall budget and fund the activities and police programs for commercial and retail areas of the City, as set forth in Exhibit A.

3.4 **Appropriations.** The Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated or available by the DCEDC. Under no circumstances shall the DCEDC's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the DCEDC shall have no obligation or liability to pay any portion of the Grant unless the DCEDC appropriates funds to make such payment during the budget year in which the Grant are payable.

3.5 **Refund Interest.** In the event the City of Duncanville does not comply with the terms of this Agreement, is otherwise in default, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this agreement as provided herein, the City of Duncanville, pursuant to the provisions herein shall refund the DCEDC an amount equal to the sum of the Grant Payments actually paid by the DCEDC to the City immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, interest on the refund amount, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from

time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the DCEDC) as its prime or base commercial lending rate, from the date of termination until paid.

Article IV Termination

This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the parties;
- (b) upon completion of the historic structure review and subsequent completion of the portion of the structure rehabilitation as provided in Article III and completion of the fiscal year for the City of Duncanville.
- (c) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof in accordance with this Agreement.
- (d) In the event the (i) fails to commence Project(s) within one (1) year of execution of this agreement (ii) fails to complete the Project(s), or (iii) breaches any of the terms or conditions of this Agreement, then the DCEDC, after the expiration of the notice and cure periods described.

Article V Recapture of Grant Funds

This Agreement shall terminate upon any one of the following:

- (a) As liquidated damages in the event that the grant is not budgeted and funded by the City, as set forth in Article III, non-cured default or termination occurs under this Agreement, the City of Duncanville, shall reimburse to the DCEDC all of the Grant funds previously paid by the DCEDC, plus interest calculated of this Agreement shall be remitted from the City.

Article VI Miscellaneous

6.1 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 **Limitation on Liability.** It is understood and agreed between the Parties that the DCEDC and the City of Duncanville, in satisfying the conditions of this Agreement, have each acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

6.3 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The

undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City, to:

City of Duncanville
C/O City Manager
203 E. Wheatland Rd.
Duncanville, Texas 75116

With copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for the DCEDC, to:

Patrick Harvey, President
Duncanville Community and Economic Development Corporation
202 E Wheatland Rd
Duncanville, Texas 75116

6.5 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement. This Agreement supersedes any prior Agreements between the Parties on the same matter.

6.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

6.7 Amendment. This Agreement may only be amended by the mutual written agreement of the parties. The DCEDC President and the City Manager of the City are authorized to execute any amendments to this Agreement, or any instruments related hereto.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the other party.

6.10 Recitals and Exhibits. The exhibits attached hereto and recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

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

SIGNED AND AGREED this the ____ day of _____, 20__ _

**DUNCANVILLE COMMUNITY AND
ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Patrick Harvey, President

ATTEST:

APPROVED AS TO FORM:

SIGNED AND AGREED this the ____ day of _____, 20__

City of Duncanville, Texas

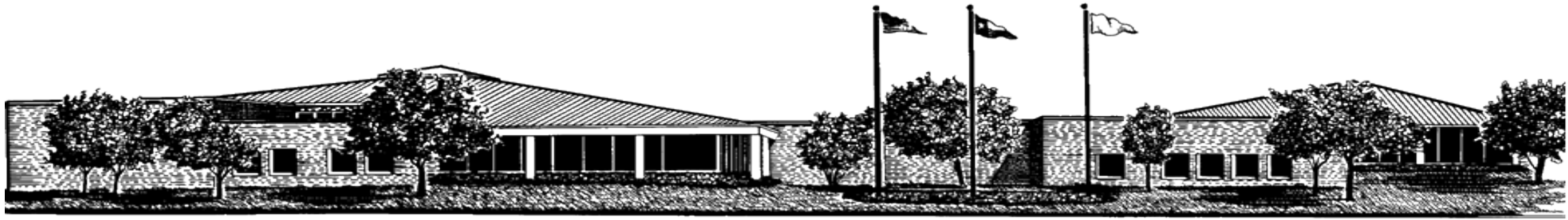
By: _____
Richard Abernathy, Interim City Manager

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
4918-2725-8990



GRANT AGREEMENT DCEDC & CITY OF DUNCANVILLE PUBLIC SAFETY FUNDING

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Public Safety Grant Agreement

2025-2026 Grant Award

Additional Public Safety Support **\$359,429**

Total Request **\$359,429**

Proposed Initiatives

Vehicle Crime Suppression Unit

Dedicated unit targeting theft crimes in commercial areas

Real Time Crime Center

Enhanced monitoring and rapid response capabilities

Increased Commercial Patrols

Expanded police presence in key commercial corridors

Crime Prevention Technology

Advanced surveillance and detection systems

Crime Impact Analysis

2025 Crime Statistics (Jan-June)

Total NIBRS Offenses Citywide	779
Motor Vehicle-Related Crimes	243 (31%)
Crimes in Commercial Areas	100 (41%)
Motor Vehicle Thefts	100
Theft from Motor Vehicles	123

Year-over-Year Comparison

2024 Commercial Vehicle Crimes	90
2025 Commercial Vehicle Crimes	100 (+11%)
Primary Affected Corridors	I-20 & US-67
Impact Areas	Hotels, Retail, Restaurants

Key Crime Concentrations

Highest Impact Businesses:

- LA Fitness: 14 total incidents
- Pappadeaux: 21 total incidents
- Costco: 18 total incidents
- Hampton Inn: 8 total incidents

Crime Trends:

- 41% of vehicle crimes occur in commercial areas
- Commercial crime increased 11% year-over-year
- Overall city crime decreased 23%
- Commercial areas disproportionately affected

Economic Development Benefits

Business Retention

Reduced crime enhances business stability and reduces insurance costs for existing commercial enterprises. Enhanced public safety supports existing business operations and profitability.

Business Attraction

Lower crime statistics improve Duncanville's competitiveness for new business recruitment. Safety metrics are key factors in site selection decisions.

Property Values

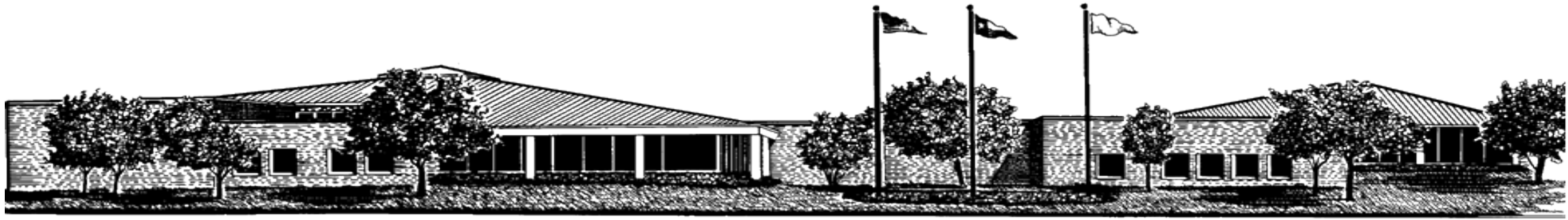
Enhanced public safety supports commercial property values and tax base growth. Safer commercial districts attract higher-quality tenants and investments.

Customer Confidence

Improved safety increases customer traffic to commercial areas, boosting sales tax revenue. Enhanced security encourages repeat business and positive reputation.

THANK YOU

Questions & Discussion



GRANT AGREEMENT DCEDC & CITY OF DUNCANVILLE BEAUTIFICATION FUNDING

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Parks & Recreation Beautification Grant Agreement

2025-2026 Grant Award

Beautification Services **\$349,582**

Total Award **\$349,582**

Beautification Activities Funded

- Seasonal landscape and maintenance of public right of ways and gateway entrances to the city
- Mowing and maintenance of DCEDC and City owned parcels
- Maintenance and enhancements to public parkways and frontage along major commercial corridors including I-20 and HWY-67

QUESTIONS & COMMENTS



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF DUNCANVILLE AND THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) IN THE AMOUNT OF \$359,429 FOR INCREASED POLICE PRESENCE IN COMMERCIAL ZONED AREAS, FUNDING OF EQUIPMENT AND PROGRAMMING TO CURTAIL AND PREVENT CRIMINAL ACTIVITY, AND TO PROVIDE SAFETY FOR BUSINESS OWNERS AND PATRONS; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community and Economic Development Corporation ("DCEDC") is a Type B corporation duly created and operating under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, Type B sales tax funds are authorized under Texas Local Government Code for projects that enhance quality of life and promote economic development; and

WHEREAS, the DCEDC Board of Directors has found and determined that expenses for increased policing efforts in the commercial, retail, and business corridors of the community will further the potential economic benefits that will accrue to the City, are consistent with the City's economic development objectives to increase sales and use tax revenues accruing to the City, and are necessary to promote or develop new business enterprises; and

WHEREAS, the City and the DCEDC have negotiated a Grant Agreement outlining the scope of services, payment terms, and obligations related to the use of grant funds to assist the Police Department; and

WHEREAS, the City Council finds that the execution of this agreement serves the best interests of the City of Duncanville and the DCEDC by enhancing the community's commercial, retail, and business corridors, providing a safe and attractive environment for business owners and patrons, and fostering economic development and growth.

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

SECTION 1. The City Council hereby approves the Administrative Services Agreement between the City of Duncanville and the Duncanville Community and Economic Development Corporation, substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Interim City Manager is hereby authorized to execute the Agreement and any related documents necessary to carry out the intent of this Resolution.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 21st day of October, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider a Resolution approving a grant agreement between the Duncanville Community and Economic Development Corporation and the City of Duncanville in the amount of \$349,582 providing funding to assist the Parks and Recreation Department for seasonal landscaping and maintenance along key corridors of the city as part of the FY 2025-2026 Budget adopted by the City Council on September 16, 2025.

Vision Statement:

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

Pillar:

Integrated Natural and Built Environments

STAFF RESPONSIBLE:

Marlon Goff

BACKGROUND/HISTORY:

The summary below outlines the operational and programming activities proposed by the Parks & Recreation Department in support of the annual funding request in the amount of \$349,582. These activities will help support the City of Duncanville’s beautification and horticulture initiatives as a tool to enhance the character, community pride and the overall appearance of the City.

Type B sales tax funds (4B funds) are authorized under the Texas Local Government Code for projects that enhance quality of life and promote economic development. These include parks, recreational facilities, and beautification efforts.

The proposed use of sales tax funds provided as part of the grant award from the Duncanville Community and Economic Development Corporation includes:

- Seasonal landscaping and maintenance along key corridors (TxDOT & EDC-owned lots)
- Keep Duncanville Beautiful (KDB) Board initiatives

- Litter abatement and education programs
- Native and sustainable landscaping
- Community engagement through awards and volunteer programming

POLICY EXPLANATION:

Resolution No. 2025-06-19 was approved by the Duncanville Community and Economic Development Corporation as part of the FY 2025-2026 Budget.

FUNDING SOURCE:

ORG and Object Number

12011800-012-120118

Available Budget

\$349,582

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Parks Grant Agreement, PPT Presentation, Resolution_Parks & Rec Agreement_DCEDC

STATE OF TEXAS

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GRANT AGREEMENT BY AND BETWEEN
DCEDC AND CITY OF DUNCANVILLE,
TEXAS

COUNTY OF DALLAS

This Grant Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, acting by and through its Board of Directors and its President (the "DCEDC") and City of Duncanville, Texas ("City") by and through its City Council located in Dallas County.

WITNESSETH:

WHEREAS, pursuant to the authority of the Development Corporation Act, (Title 12, Subtitle C1 of the Tex. Loc. Gov. Code or "the Act"), the DCEDC will provide funding to the City to assist the Police Department to offset the costs of increased policing efforts in the commercial, retail and business corridors of the community.

WHEREAS, the DCEDC finds that this agreement is in the public interest and serve a public purpose and will increase and enhance the community in the City and provide a safe environment for business owners and patrons to foster economic development and growth of the City; and, that such agreement will promote the general health, safety and welfare of its citizens;

WHEREAS, the DCEDC is authorized by Chapter 505, et seq, of the Texas Local Government Code to use its funds for the recited public purpose in the City; and

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" shall mean the City of Duncanville, Texas, acting by and through its City Manager.

"Effective Date" shall mean the last date this Agreement is signed by the authorized representatives of all parties hereto.

"Expiration Date" shall mean the date that the parties have fully satisfied their respective obligations herein.

"Grant" shall mean the payment of Three Hundred Forty-Nine Thousand, Five Hundred Eighty-Two Dollars and No Cents (\$349,582) of DCEDC funds to provide funds to the City to assist the Parks and Recreation Department for seasonal landscaping and maintenance

along key corridors, State Hwy I 20 and State Hwy I 67. City owned lots, Parks enhancements and beautification and maintenance of city owned property.

"DCEDC" shall mean the Duncanville Community and Economic Development Corporation, a Type B sales tax corporation created pursuant to Chapters 501 and 505 of the Development Corporation Act (Title 12, Subtitle C1 of the Tex. Loc. Govt. Code), acting by and through its Board of Directors.

Article II

Term

This Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Grants

3.1 Amount of Grants. Subject to the City of Duncanville satisfaction of all terms and conditions of this Agreement, the DCEDC agrees to provide a Grant, as defined herein, to the City of Duncanville.

3.2 Payment of Grants. The Grant shall be paid to City of Duncanville in lump sum payment within thirty (30) days of execution of this Agreement.

3.3 Consideration for the Grants. The DCEDC agreement herein is in consideration of and entered on the condition that the City shall budget and fund the activities and police programs for commercial and retail areas of the City, as set forth in Exhibit A.

3.4 Appropriations. The Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated or available by the DCEDC. Under no circumstances shall the DCEDC's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the DCEDC shall have no obligation or liability to pay any portion of the Grant unless the DCEDC appropriates funds to make such payment during the budget year in which the Grant are payable.

3.5 Refund Interest. In the event the City of Duncanville does not comply with the terms of this Agreement, is otherwise in default, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this agreement as provided herein, the City of Duncanville, pursuant to the provisions herein shall refund the DCEDC an amount equal to the sum of the Grant Payments actually paid by the DCEDC to the City immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, interest on the refund amount, at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected

by the DCEDC) as its prime or base commercial lending rate, from the date of termination until paid.

Article IV Termination

This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the parties;
- (b) upon completion of the historic structure review and subsequent completion of the portion of the structure rehabilitation as provided in Article III and conclusion of the fiscal year for the City of Duncanville.
- (c) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof in accordance with this Agreement.
- (d) In the event the (i) fails to commence Project(s) within one (1) year of execution of this agreement (ii) fails to complete the Project(s), or (iii) breaches any of the terms or conditions of this Agreement, then the DCEDC, after the expiration of the notice and cure periods described.

Article V Recapture of Grant Funds

This Agreement shall terminate upon any one of the following:

- (a) As liquidated damages in the event that the grant is not budgeted and funded by the City, as set forth in Article III, non-cured default or termination occurs under this Agreement, the City of Duncanville, shall reimburse to the DCEDC all of the Grant funds previously paid by the DCEDC, plus interest calculated of this Agreement shall be remitted from the City.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that the DCEDC and the City of Duncanville, in satisfying the conditions of this Agreement, have each acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The

undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City, to:

City of Duncanville
C/O City Manager
203 E. Wheatland Rd.
Duncanville, Texas 75116

With copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for the DCEDC, to:

Patrick Harvey, President
Duncanville Community and Economic Development Corporation
City of Duncanville, Texas

6.5 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement. This Agreement supersedes any prior Agreements between the Parties on the same matter.

6.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

6.7 Amendment. This Agreement may only be amended by the mutual written agreement of the parties. The DCEDC President and the City Manager of the City are authorized to execute any amendments to this Agreement, or any instruments related hereto.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the other party.

6.10 Recitals and Exhibits. The exhibits attached hereto and recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

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

SIGNED AND AGREED this the ____ day of _____, 20__ _

**DUNCANVILLE COMMUNITY AND
ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Patrick Harvey, President

ATTEST:

APPROVED AS TO FORM:

SIGNED AND AGREED this the ____ day of _____, 20__ _

City of Duncanville, Texas

BY:

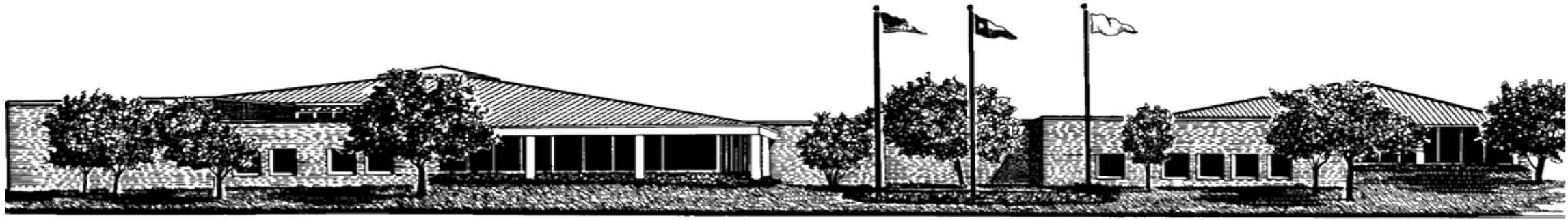
Richard Abernathy, Interim City Manager

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
4929-7118-9614



GRANT AGREEMENT DCEDC & CITY OF DUNCANVILLE BEAUTIFICATION FUNDING

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Parks & Recreation Beautification Grant Agreement

2025-2026 Grant Award

Beautification Services **\$349,582**

Total Award **\$349,582**

Beautification Activities Funded

- Seasonal landscape and maintenance of public right of ways and gateway entrances to the city
- Mowing and maintenance of DCEDC and City owned parcels
- Maintenance and enhancements to public parkways and frontage along major commercial corridors including I-20 and HWY-67

QUESTIONS & COMMENTS



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF DUNCANVILLE AND THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) IN THE AMOUNT OF \$349,582 FOR SEASONAL LANDSCAPING AND MAINTENANCE ALONG KEY CORRIDORS, CITY OWNED LOTS, PARKS ENHANCEMENTS AND BEAUTIFICATION, AND MAINTENANCE OF CITY OWNED PROPERTY; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community and Economic Development Corporation ("DCEDC") is a Type B corporation duly created and operating under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, Type B sales tax funds are authorized under Texas Local Government Code for projects that enhance quality of life and promote economic development; and

WHEREAS, the DCEDC Board of Directors has found and determined that expenses for seasonal landscaping and maintenance along State Highway I-20 and State Highway I-67, city owned lots, parks enhancements and beautification, and maintenance of city owned property will further the potential economic benefits that will accrue to the City, are consistent with the City's economic development objectives to increase sales and use tax revenues accruing to the City, and are necessary to promote or develop new business enterprises; and

WHEREAS, the City and the DCEDC have negotiated a Grant Agreement outlining the scope of services, payment terms, and obligations related to the use of grant funds to assist the Parks and Recreation Department; and

WHEREAS, the City Council finds that the execution of this agreement serves the best interests of the City of Duncanville and the DCEDC by enhancing the community's commercial, retail, and business corridors, providing a safe and attractive environment for business owners and patrons, and fostering economic development and growth.

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

SECTION 1. The City Council hereby approves the Administrative Services Agreement between the City of Duncanville and the Duncanville Community and Economic Development Corporation, substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Interim City Manager is hereby authorized to execute the Agreement and any related documents necessary to carry out the intent of this Resolution.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 21st day of October, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider a Resolution Approving an Administrative Services Agreement Between the City of Duncanville and the Duncanville Community and Economic Development Corporation (DCEDC) in the amount of \$242,000 as Provided Under Section 8 (Contracts for Service) of the DCEDC Bylaws.

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

Pursuant to Section 8 of the DCEDC Bylaws, the Corporation may contract with the City to utilize the services of City staff, including those in the Finance Department, Parks and Recreation, Human Resources, Information Technology, and other departments, subject to the approval of the City Manager and City Council.

Historically, these services have been provided to support DCEDC operations without requiring the Corporation to independently staff these functions, ensuring efficiency and compliance with City policies and procedures.

The proposed allocation of \$242,000 represents the cost of these services for the upcoming fiscal year, as determined in coordination with City departments and based on historical allocations and service levels.

POLICY EXPLANATION:

Utilizing administrative services from the City allows the DCEDC to focus its limited personnel and financial resources on direct economic development initiatives. These

support services are essential to ensure proper financial oversight, HR compliance, IT systems access, and general administrative continuity.

This arrangement:

- Complies with DCEDC Bylaws
- Promotes operational efficiency
- Aligns with best practices for public financial and administrative accountability

FUNDING SOURCE:

ORG and Object Number

12990100-799001

Available Budget

242,000

Purchase Amount

242,000

After Encumber

0

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Resolution_Administrative_Services_Agreement_DCEDC, Administrative Services Agreement - DCEDC Revised, 10.21.25 City Council - Administrative Services Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE CITY OF DUNCANVILLE AND THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) IN THE AMOUNT OF \$242,000 AS PROVIDED UNDER SECTION 8 (“CONTRACTS FOR SERVICE”) OF THE DCEDC BYLAWS; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community and Economic Development Corporation (“DCEDC”) is a Type B corporation duly created and operating under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, Section 8 of the DCEDC Bylaws (“Contracts for Service”) authorizes the Corporation, with the approval of the City Council, to enter into administrative services agreements with the City of Duncanville for the utilization of City staff and resources to assist in the performance of the Corporation’s duties; and

WHEREAS, the City and the DCEDC have negotiated an Administrative Services Agreement outlining the scope of services, financial management responsibilities, and compensation related to the use of City personnel and resources in support of the DCEDC; and

WHEREAS, the City Council finds that the execution of this agreement is consistent with Section 8 of the DCEDC Bylaws, ensures proper financial accountability and operational alignment, and serves the best interests of the City of Duncanville and the DCEDC.

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

SECTION 1. The City Council hereby approves the Administrative Services Agreement between the City of Duncanville and the Duncanville Community and Economic Development Corporation, substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Interim City Manager is hereby authorized to execute the Agreement and any related documents necessary to carry out the intent of this Resolution.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 21st day of October, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS

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**ADMINISTRATIVE SERVICES
AGREEMENT BY AND BETWEEN
DCEDC AND CITY OF
DUNCANVILLE, TEXAS**

COUNTY OF DALLAS

This Administrative Services Agreement (the “Agreement”) is made by and between the Duncanville Community and Economic Development Corporation, acting by and through its Board of Directors and its President (the “DCEDC”), and the City of Duncanville, Texas (“City”), acting by and through its City Council, located in Dallas County.

WITNESSETH:

WHEREAS, pursuant to the authority of the Development Corporation Act (Title 12, Subtitle C1 of the Texas Local Government Code) and Section 8 (“Contracts for Service”) of the DCEDC Bylaws, the DCEDC desires to contract with the City for administrative, operational, and financial management services necessary to carry out the functions of the DCEDC; and

WHEREAS, the City provides qualified personnel, facilities, and resources to support the administrative and operational needs of the DCEDC; and

WHEREAS, the DCEDC and the City find that this Agreement is in the public interest and serves a valid public purpose by ensuring sound fiscal management, efficient operations, and effective delivery of programs that promote community and economic development in the City; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Article I
Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" shall mean the City of Duncanville, Texas, acting by and through its City Manager.

"DCEDC" shall mean the Duncanville Community and Economic Development Corporation, a Type B sales tax corporation created pursuant to Chapters 501 and 505 of the Development Corporation Act.

"Effective Date" shall mean the date this Agreement is last executed by the authorized representatives of both parties.

"Fiscal Year" shall mean the City’s fiscal year, beginning October 1, 2025, and ending September 30, 2026.

"Agreement Amount" shall mean Two Hundred Forty-Two Thousand Dollars and No Cents (\$242,000.00) as compensation for administrative services provided by the City to the DCEDC during the Fiscal Year.

Article II Term

This Agreement shall commence on the Effective Date and shall continue in effect through September 30, 2026, unless earlier terminated as provided herein. This Agreement shall automatically expire at the end of the fiscal year unless renewed by mutual written consent of both parties and re-approval by the City Council and DCEDC Board.

Article III SERVICES PROVIDED

The City agrees to provide administrative and operational services necessary to support the activities and programs of the DCEDC, as described in Exhibit A, attached hereto and incorporated herein by reference. These services shall include financial management, accounting, administrative staff support, facilities maintenance, and other functions essential to the DCEDC's statutory purposes.

ARTICLE IV COMPENSATION

The DCEDC agrees to pay the City the sum of Two Hundred Forty-Two Thousand Dollars (\$242,000.00) for Fiscal Year 2025–2026 as compensation for the administrative services described in this Agreement. Payment shall be made in one lump sum within thirty (30) days following the execution of this Agreement. All payments shall be made from lawfully available funds appropriated by the DCEDC for this purpose.

ARTICLE V TERMINATION

Either party may terminate this Agreement upon sixty (60) days written notice to the other party. In the event of termination, the City shall be entitled to payment for services rendered through the effective date of termination.

ARTICLE VI MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that the DCEDC and the City of Duncanville, in satisfying the conditions of this Agreement, have each acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City, to:

City of Duncanville
C/O City Manager 203
E. Wheatland Rd.
Duncanville, Texas 75116 With

copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 1800
Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for the DCEDC, to:

Patrick Harvey, President
Duncanville Community and Economic Development Corporation City
of Duncanville, Texas

6.5 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement. This Agreement supersedes any prior Agreements between the Parties on the same matter.

6.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

6.7 Amendment. This Agreement may only be amended by the mutual written agreement of the parties. The DCEDC President and the City Manager of the City are authorized to execute any amendments to this Agreement, or any instruments related hereto.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the other party.

6.10 Recitals and Exhibits. The exhibits attached hereto and recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

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

SIGNED AND AGREED this the 21st day of October, 2025.

**DUNCANVILLE COMMUNITY AND
ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Patrick Harvey, President

ATTEST:

APPROVED AS TO FORM:

SIGNED AND AGREED this the 21st day of October, 2025.

City of Duncanville, Texas

By: _____
Richard Abernethy, Interim City Manager

ATTEST:

Chiquita Taylor, City Secretary

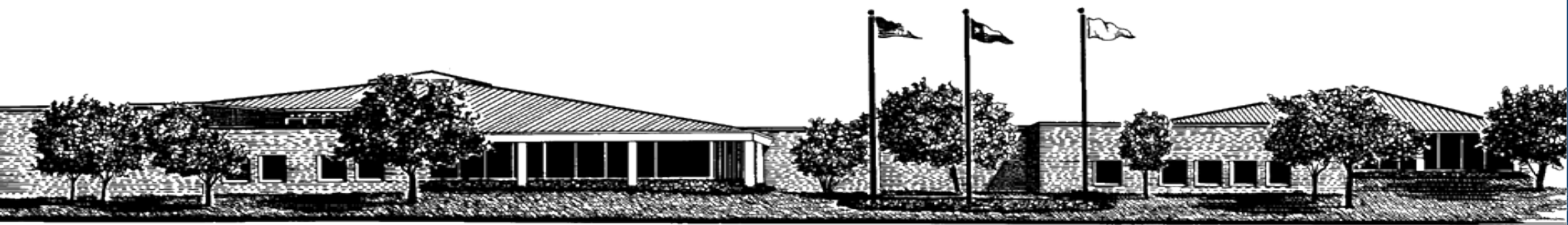
APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Financial Administration: Preparation of budgets, accounting, and auditing through the City's Finance Department.
2. Administrative Support: City staff assistance with DCEDC operations, meeting coordination, and project management.
3. Legal and Records: Legal review and City Secretary support for agendas, minutes, contracts, and record retention.

4. Facilities and Parks: Maintenance of DCEDC-owned or supported facilities coordinated with the City's Facilities and Parks divisions.
5. Technology, HR, and Procurement Support: Access to City systems and staff for administrative efficiency and compliance.



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Administrative Services Agreement



City of Duncanville



Duncanville Community &
Economic Development
Corporation (DCEDC)



Administrative Services
Agreement – FY 2025–
2026



Requested Amount:
\$242,000

Background



DCEDC Bylaws authorize contracting with the City for support services.



Services provided by: Finance, Parks & Recreation, HR, IT, and other departments.



Ensures compliance with City policies and procedures.

Purpose of the Agreement



Provides essential administrative and operational support.



Avoids duplication of staffing.



Allows DCEDC to focus on business attraction, retention, job creation, and investment.

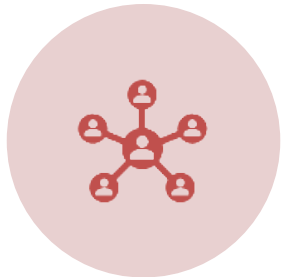
Key Benefits



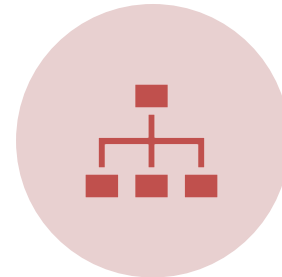
Compliance: Meets DCEDC Bylaws.



Efficiency: Shared services reduce overhead costs.



Accountability: Supports financial oversight, HR, and IT.



Continuity: Ensures smooth daily operations.

Financial Impact



Allocation: \$242,000



Funding Source: DCEDC FY 2025–2026 Budget
(Administrative Expenses).



Based on historical service levels & departmental
coordination.

Recommendation



Approve Administrative Services Agreement for FY 2025–2026.



Adopt resolution authorizing \$242,000 allocation.



Continues strong partnership between DCEDC and City departments.

THANK YOU



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider casting a ballot for the Region 13 Director for the Texas Municipal League.

Vision Statement:

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

Pillar:

Emphasize: Government Accountability, Customer Service, Efficiency and Process

STAFF RESPONSIBLE:

**Richard Abernethy
Chiquita Taylor, City Secretary**

BACKGROUND/HISTORY:

TML has provided the City with the official ballot for the Region 13 Director to serve a two-year term on the Texas Municipal League Board of Directors. The ballot is due by October 23, 2025.

POLICY EXPLANATION:

The Council may vote for the nominees listed on the official ballot.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.

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

ATTACHMENTS:

TML Region 13 Ballot



OFFICIAL BALLOT (Corrected 9/9/2025)

Texas Municipal League (TML) Region 13 Director Election

This is the official ballot for the election of the Region 13 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 23, 2025. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 13 Director (select one)

☐

Crystal Chism, Mayor Pro Tem, DeSoto

☐

Stanley Jaglowski, Councilmember, Lancaster (Incumbent)

☐

John Lopez, Councilmember, Grand Prairie

☐

Wes Mays, Mayor, Coppell

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2025.

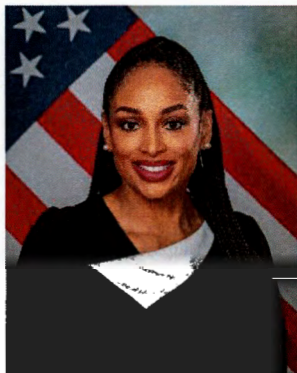
Signature of Authorized Official

Title

Printed Name of Authorized Official

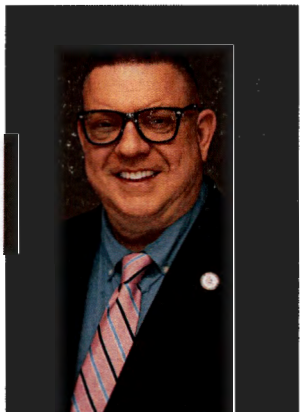
Printed Name of City

Region 13 Director Candidate Biographies Page 1 of 2



Crystal Chism, Mayor Pro Tem, DeSoto

Crystal Chism proudly serves the City of DeSoto as mayor pro tem and councilmember for Place 6, currently in her second term. A native of Dallas, Texas, she is a graduate of Dallas ISD's Skyline High School, class of 2001. Following graduation, she dedicated the next ten years to military service, both active duty and reserve, and is a proud combat veteran. She went on to earn an Associate of Arts degree from Mountain View Community College and a Bachelor of Business Administration in Management from the University of Texas at Arlington. On the DeSoto City Council, Chism serves as liaison to the Citizens Police Advisory Committee, Veterans Affairs Committee, DeSoto Rotary, and the North Texas Council of Governments Emergency Preparedness Planning Council. Her leadership extends beyond DeSoto through service on statewide and national boards and committees, including: Texas Municipal League Budget and Audit Committee member, Texas Association of Black City Council Members treasurer, Texas Municipal League Legislative Policy Summit delegate (2022, 2024), National League of Cities Federal Advocacy Community and Economic Development Committee member, National League of Cities REAL (Race, Equity, and Leadership) Council member, and Leadership Southwest Board of Directors member. Chism's dedication has been recognized with numerous honors, including the 2023 Community Service Award from TLOD, Inc. Trinity West Chapter, the 2024 Woman of the Year Award from Zeta Phi Beta Sorority, Inc., and the prestigious Texas Municipal League Certified Municipal Official (CMO) designation.



Stanley Jaglowski, Councilmember, Lancaster (Incumbent)

Councilmember Stanley Jaglowski has been proudly serving his community on the Lancaster City Council since 2011. His focus and committed involvement has led to many recognized and notable successes for himself and the City. Jaglowski continues to work on his Certified Municipal Officer (CMO) designation from TML since 2015. This designation, held by less than one hundred other Texas elected officials, is awarded to officials who commit time on enhancing their knowledge of governance roles and city government through a variety of educational opportunities. In both 2019 and 2025, Jaglowski earned the Texas Municipal League's prestigious "Award of Excellence" for maintaining five consecutive years of Certified Municipal Official (CMO) status—an achievement that brought statewide recognition to the City. He has served in various capacities across several boards and committees over the years, including Lancaster's Tax Increment Financing Reinvestment Zone (TIRZ) Board of Directors, the Nominating Committee for the Texas Association of Mayors, Councilmembers and Commissioners, the TML Resolutions Committee, the TML Municipal Policy Summit, the Lancaster Comprehensive Planning Committee, the Institutional Animal Care and Use Committee for Dallas College, the ERCOT Advisory Board, and the TML Broadband Advisory Committee. He was elected secretary of TML Region 13 in September 2019 and rose to vice president in February 2021. Today, he proudly serves as president and TML board director of TML Region 13, continuing his commitment to regional leadership and municipal excellence. Jaglowski is a dedicated public servant committed to a healthy, safe, and engaged community.

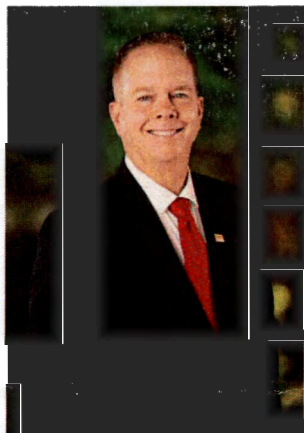
Region 13 Director Candidate Biographies Page 2 of 2



John Lopez, Councilmember, Grand Prairie

John Lopez represents Grand Prairie's Council District 4. He was first elected in June 2019 and was appointed to serve as mayor pro tem for 2023-2024. He currently serves as chair of the City Council Development Committee where they hear items from city staff on current, future and proposed construction, economic development, planning and zoning items and new business. Previously, he served as chair of the Council Public Safety, Health and Environment Committee. Lopez has served the public for many years prior to his election including on various City of Grand Prairie boards and commissions: Planning and Zoning Commission vice-chair and secretary, Zoning Board and Adjustments, Community Rating System Program Public Information Committee, Public Safety, Health and Environment Committee, City Council Development Committee, and Grand Prairie 2020 Census Committee. On the national level, Lopez was appointed to the National

League of Cities Transportation and Infrastructure Services Committee in 2001 and was reappointed in 2023 and 2025. Additionally, he has served on the following community boards and commissions: Grand Prairie Independent School District Education Improvement Council, Grand Prairie ISD Bond Committee and Dream Weaver Foundation, Inc., Grand Prairie Cinco de Mayo Committee, League of United Latin American Citizens Council 22262, and the Hispanic Association for Culture and Education, Inc. He currently serves on Every Good Work of North Texas Advisory Board, National Association of Latino Elected and Appointed Officials (NALEO), the Association of Hispanic Municipal Officials (AHMO), and the National League of Cities Hispanic Elected Local Officials constituency group (HELO). Lopez has called Grand Prairie home for decades. He and his wife Michele have two amazing children and one grandchild. They attend Saint Michael the Archangel Catholic Church.



Wes Mays, Mayor, Coppel

Mayor Wes Mays was first elected to the Coppel City Council in 2012, was elected mayor in 2021, and is the 2025-2026 president of the Metroplex Mayors Association. His regional leadership extends to the executive board of the Circle 10 Council of Scouting America and the board of the DFW Airport. He served as president of both the Arbor Manors and Westbury Manor Homeowners Associations, is a graduate of Leadership North Texas, and participated in Coppel's Citizen Summit. Throughout his tenure, he has provided vital liaison services connecting the City to key partners, including Coppel ISD, North Central Council of Governments, Carrollton/Farmers Branch ISD, Lewisville ISD, and Metrocrest Community Clinic. Mays brings extensive technical and leadership expertise to his role. He holds a Bachelor of Science in Electrical Engineering from Texas A&M University and serves

as an executive engineering manager specializing in advanced electronic design and strategic development. As a registered Professional Engineer, he holds multiple patents spanning Radio-Frequency Identification (RFID), radio frequency design, and communication systems. Mayor Mays is an Eagle Scout who has earned the prestigious Silver Beaver Award and District Award of Merit. As an Extra Class amateur radio operator (N5HK), he maintains active involvement in emergency communications. He shares his musical talents as a saxophonist with both the First United Methodist Church wind ensemble and the Coppel Community Orchestra. He is also a member of the General Society of Mayflower Descendants. Mayor Mays and his wife, Linda, have been married since 1984 and are proud parents of two Coppel High School graduates. Their son, Chris, works as a project engineer in Irving, while their daughter, Allison, works as a commercial real estate appraiser residing in Coppel. They also have one granddaughter. The Mays family are active members of First United Methodist Church in Coppel.



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider a Resolution approving a Hotel Occupancy Tax Fund Grant for the 2026 Fiscal Year budget in an amount not to exceed \$115,000 to Hoopfest Basketball, LLC.

Vision Statement:

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

Pillar:

Advance: Marketing Strategy of the City and Community Engagement Plan

STAFF RESPONSIBLE:

Angel Deal

BACKGROUND/HISTORY:

Hoopfest Basketball, LLC seeks to create opportunities that showcase the talents of high school and college student-athletes by organizing and promoting competitive events that provide platforms to highlight their skills and inspire academic and athletic excellence.

Events hosted for the 17th Annual Thanksgiving Hoopfest in Duncanville will be held on November 28th and 29th, 2025. A workshop will be facilitated at the Duncanville Hilton Garden Inn Convention Center to educate student-athletes and their parents about the evolvment of name, image, and likeness (NIL), in addition to the importance of financial literacy, credit, savings and taxes.

The weekend's competitive events will be hosted at the Sandra Meadows Arena at Duncanville High School, bringing the top high school basketball teams from around the country to the "City of Champions." Over 8,000 participants, families, and tourists are expected to attend; of which 3,000 are projected to use Duncanville hotels. Over 300 hotel rooms have been blocked by Hoopfest at the Duncanville Hilton Garden Inn and Hampton Inn.

POLICY EXPLANATION:

The City Council has approval over the expenditure of Hotel Occupancy Tax (HOT) Funds. Based on City Council's prior direction, all Hotel Motel Tax Grants are paid on a reimbursement basis for approved expenditures.

This request is for hotel rooms, ground transportation, workshop facilitators, as well as tourism related marketing and promotional expenses pursuant to authorized uses of HOT funds:

Use of Local Hotel Occupancy Tax Revenues

Criteria #1: *First, every local hotel occupancy tax revenue expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry.*

Criteria #2: *Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.*

Applicable Category (#1)

C) Paying for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality.

The applicant's funding history is listed below:

FY22-23: \$85,000 HOT Funds Approved

FY23-24: \$85,000 HOT Funds Approved

FY24-25: \$85,000 HOT Funds Approved

FUNDING SOURCE:

ORG and Object Number

10011000 and 700450

Available Budget

\$482,800.00

Purchase Amount

\$115,000.00

After Encumber

\$367,800.00

ACTION ALTERNATIVES:

1. Approve Resolution 2025-126 authorizing a Hotel Occupancy Tax Fund Grant for the 2026 Fiscal Year budget in an amount not to exceed \$115,000 to Hoopfest Basketball, LLC.
2. Do not approve Resolution 2025-126.
3. Other actions as directed by Council.

ATTACHMENTS:

Hoopfest FY26 HOT Fund Grant Application NEW, Hoopfest And NIL Financial Literacy Workshop HOT Fund FY26, RESOLUTION 2025 Hoopfest

Hoopfest Basketball LLC

TO: Duncanville City Council and Duncanville Community and Economic Development Corporation (DCEDC)

FROM: Hoopfest Basketball LLC

August 18, 2025

Previously, I submitted the HOT Grant Application for the 17th Annual Thanksgiving Hoopfest held annually at Sandra Meadows Arena in the City of Champions (Duncanville, Texas).

Outside of being the top high school basketball event in the country, this event has a tremendous economic impact on the Duncanville community. Thanksgiving weekend is arguably one of the slowest times of year for local hotels, restaurants, and businesses. Below are a few of the economic benefits:

- Increased lodging -hotels in Dallas County consistently have an occupancy rate below 50%. Hotels associated with the Thanksgiving Hoopfest are sold out.
- Increased Patronage at Local Businesses – Restaurants, coffee shops, liquors stores, and convenience stores see a boost in sales this weekend.
- Tax Revenue Uptick – increase in sales results in higher tax collection over the course of slow weekend.
- City Promotion - Hosting a nationally recognized high school tournament elevates Duncanville's profile in sports tourism and community engagement.

We look forward to hosting another successful event November 28-29, 2025, as we expect patrons from as west as Los Angeles, CA and as far east as Miami, FL.

Respectfully Submitted,



Glenn Smith



Hotel Occupancy Funding Application

Date: 9/2/2025

Organization Information

Name of Organization: Hoopfest Basketball, LLC

Address: 5565 Deer Creek Dr. Unit A

City, State, Zip: Dallas, TX. 75228

Contact Name: Glenn Smith Contact Phone Number: (214) 773-1016

Web Site Address for Event or Sponsoring Entity: www.hoopfestbasketball.com

Non-Profit or For-Profit Status: For-Profit Tax ID #: 85-1626794

Entity's Creation Date: 2017

Purpose of your organization: Our purpose is to create opportunities that showcase the talents of highschool and college student-athletes by organizing and promoting competitive events. We aim to provide student-athletes with platforms that highlight their skills, inspire academic and athletic excellence.

Event Information

Name of Event or Project: 17th Annual Thanksgiving Hoopfest / NIL and Financial Literacy Workshop

Date of Event or Project: November 28th and 29th, 2025

Primary Location of Event or Project: Sandra Meadows Arena at Duncanville HS / Hilton Garden Inn

Amount Requested: \$115,000

How will the funds be used? The majority of the funds will be used for out of state team's hotel rooms, ground transportation, marketing, staffing and speakers.

Primary Purpose of Funded Activity/Facility:

The primary purpose of the workshop is to educate student athletes and parents about the
evolvment of name, image, and likeness (NIL). We also want to educate them on the
importance of financial literacy, credit, savings and taxes. At the same time to bring the top high school
basketball teams from around the country to the "City of Champions."

Percentage of Hotel Tax Support of Related Costs

30-35 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

10 Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

10 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s)
compared to other activities _____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- ☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☒ **b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$25,000

In detail, describe how the funds will be used and include appropriate documentation.

The cost of printing booklets, signage, badges and staffing.

- ☒ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: \$ 2,500

In detail, describe how the funds will be used and include appropriate documentation.

We will use the funds to promote the event through social media and e-blast

to every high school within a 200 mile radius of Duncanville Texas. We will also

market the event through local radio stations.

- ☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ _____

In detail, describe how the funds will be used and include appropriate documentation.

- ☒ **f) Expenses, including promotional expenses, directly related to a sporting event in which most participants are tourists. The event must substantially increase economic activity at hotels within the city or in its vicinity.** Amount requested under this category:

\$ 85,000

How many individuals are expected to participate in the sporting related event? 8000+

How many of the participants at the sporting related event are expected to be from another city or county? 6000

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

During Thanksgiving weekend most hotels have extremely low occupancy rate.

We want to fill up hotels and restaurants with teams, fans, families NBA scouts and college scouts.

In detail, describe how the funds will be used and include appropriate documentation.

- ☒ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ 2,500**

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

In detail, describe how the funds will be used and include appropriate documentation.

We will use the funds to transport parents and student athletes to and from their hotel/gym to the Hilton Garden Inn.

- ☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$ _____**

What tourist attractions will be the subject of the signs?

In detail, describe how the funds will be used and include appropriate documentation.

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 17
2. Expected Attendance: 8000+
3. How many people attending the Event or Project will use Duncanville hotels? 3000+
Number of rooms rented for your event: 300+
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? We have room blocks at the Hilton Garden Inn and the Hampton INN
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used



Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.

6. How will you measure the impact of your event on area hotel activity (e.g., room block usage information, survey of hoteliers, etc.)? Direct payments to hotels and restaurants from

Hoopfest Basketball. Also with an increased occupancy rate.

7. Please list other organization, government entities, and grants that have offered financial support to your project: _____

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

Yes, net profit is usually between \$10K - \$12K. We traditionally use profits to reinvest in Hoopfest Basketball to continue its legacy.

9. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper:	\$ _____
Radio:	\$ <u>1000</u>
TV:	\$ _____
Other Paid Advertising:	\$ <u>3500</u>

Number of Press Releases/Media Alerts sent to the Media: 50+

Number of Direct Mailings to out-of-town recipients: 25+

Other Promotions: Social media averaging 1 million impressions during the month of November.

10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? Yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Yes

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Tag the city of Duncanville and all the hotels and restaurants we use in our social media posts.

We will also have social media influencers mention and tag the city of Duncanville.

13. What geographic areas does your advertising and promotion reach? Locally, regionally,
nationally, and international.

14. How many individuals will your proposed marketing reach that are in another city or county?

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit to the attention of:

Duncanville Economic Development

Mail To:

P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:

Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call: 972.780.5000.

Or email: eco@duncanvilletx.gov

HB HOOPFEST
BASKETBALL

X



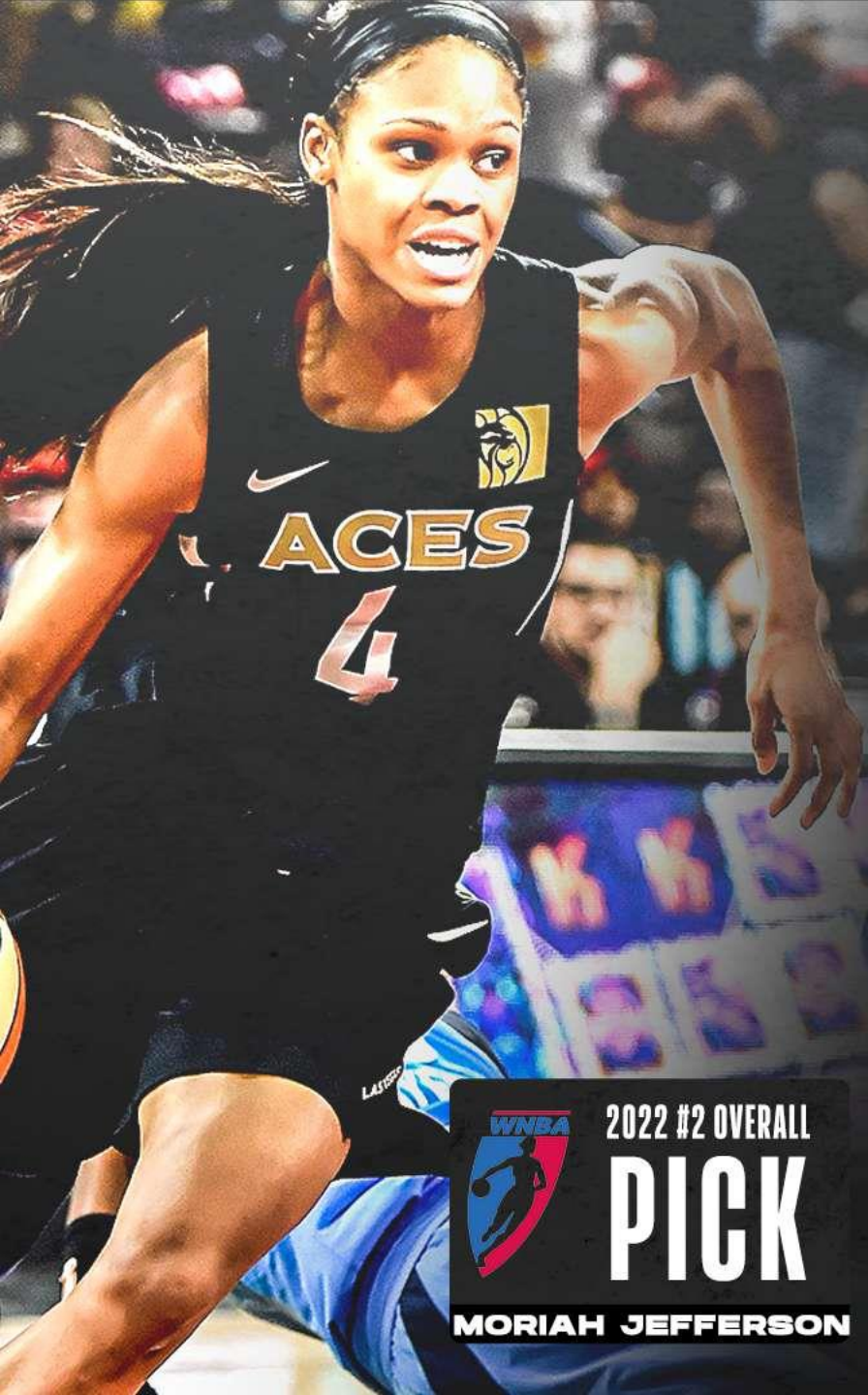
Duncanville
City of Champions

Hoopfest Basketball



HISTORY

- 1st Hoopfest was held at a school that's now an overflow parking lot for AT&T Stadium
- Event has been at Duncanville HS for 16 of the 17 years
- Rated the #1 HS event in the country by USA Today and Max Preps
- 202 Hoopfest had 18 teams that went on to win their respective State Championships.
- 22 first round NBA Draft picks
- #4, #5, #11, #15, #19, #20, #45, #48, and #55 overall draft picks in the 2024 NBA draft (9 players total drafted)



PAST ALUMNI



OVER 50
MCDONALDS ALL AMERICAN



28 **CURRENT NBA PLAYERS**



63 **STATE CHAMPIONS**

WNBA 2022 #2 OVERALL
PICK
MORIAH JEFFERSON



TRAE YOUNG
DE'AARON FOX
JULIUS RANDLE
MARCUS SMART
PJ WASHINGTON
JAYLEN BROWN
RJ HAMPTON
TYRESE MAXEY
EMMANUEL MUDIAY
TERRANCE FERGUSON
JAHMI'US RAMSEY
DAMYEAN DOTSON
JALEN GREEN
CADE CUNNINGHAM
MOSES MOODY
SCOTTIE BARNES
BJ BOSTON
JAREL MARTIN
BOBBY PORTIS
JORDAN MICKEY
SKAL LABISSIERE
DAMIAN JONES
JUSTIN JACKSON
MARQUES BOLDEN
ANDREW HARRISON
AARON HARRISON

ARIEL ATKINS
MORIAH JEFFERSON
CHENNEDY CARTER



2018 #5 OVERALL

PICK

TRAE YOUNG

ATLANTA

SOCIAL MEDIA

 @HOOPFESTBASKETBALL

 @HOOPFESTB



The best backcourt in the country @RHS_BoysBB with @wallace_cason and @GriffenRylan will get a chance to play the #1 team in the country @AZCompass_Prep Saturday night @HoopfestB

SportsCenter NEXT @SCNext · Nov 27, 2021
Davion Sykes is COOKIN' for Duncanville vs. Sierra Canyon on ESPN+ @DuncanvilleBB @HoopfestB



Jason Jordan @JasonJordanSI
Top 2023 forward @ron2kholland takes to his @SIAllAmerican Blog to talk @DuncanvilleBB's dominance at the @HoopfestB, #NardoWick, recent visits to #Memphis and #Tennessee State and more. READ:



si.com
The Ron Holland Blog
Holland said that his impressions.

Today at the #ThanksgivingHoopfest we'll be keeping tabs on all the action with a live blog. To start things off, Kel'el Ware with another monster performance, Nick Smith gets busy and Jadyn Toppin is making a name for himself. 247sports.com/college/basket...



Very proud to announce our partnership with @HoopfestB. Big things coming this HS season!



Hoopfest Basketball Retweeted
Paul Biancardi @PaulBiancardi
Circle your calendar to see some of the best basketball prospects in Texas and beyond. Great evaluation platforms! @HoopfestB

Hoopfest Basketball @HoopfestB · Oct 5, 2021
2021 Official Press Release Dates and Participating Teams Announced Thanksgiving Hoopfest, RedRiver Hoopfest, and Holiday Hoopfest Basketball Showcases
- hoopfestbasketball.com/official-press...

Allen Pettigrew @AP_Writes
@HoopfestB is absolutely stacked this year Jakob Walter, Ronald Holland, Austin Nunez, Liam McNeen, RJ Jones, Anthony Black, Arterio Morris, Tre Johnson, Drew Steffe, Kyron Lindsay, TJ Caldwell, & these are just the nationally ranked TX guys Very deep field. The girls side



BY THE NUMBERS

TOTAL IMPRESSIONS FOR ALL 4 EVENTS **1,264,821**

AVG. ENGAGEMENT **2.3**

YOUTUBE NUMBERS SLAM & ESPN **500K VIEWS**

TOTAL ATTENDANCE FOR ALL 4 EVENTS **13,388**

FLO HOOPS STREAMING NUMBERS
TOTAL LIVE UNIQUE VIEWERS: 9,656
TOTAL LIVE MINS VIEWED: 175,294.2
AVG MIN VIEWED: 30.6



LOCAL HOTEL & RESTAURANTS

OVER 7K

ATTENDEES FOR THANKSGIVING HOOPFEST



SOLD-OUT





**HOW DOES THE
THANKSGIVING
HOOPFEST
HELP THE
BASKETBALL
PROGRAM?**

NATIONAL EXPOSURE



MAIN ATTRACTION
COLLEGE EXPOSURE
#1 HIGH SCHOOL
NATIONAL SCHEDULE
MCDONALD'S VOTER
SOLD OUT GAMES



2022 #43 OVERALL

PICK

JAHMI'US RAMSEY

AUDIENCE



NATIONAL TELEVISION BROADCAST OPPORTUNITY



What Makes the Thanksgiving Hoopfest Different?

-  Basketball Experience > Basketball Event
-  Real-time stats that can be seen on our website. (Log in from anywhere in the world and see that John Doe has 12 points 3 rebound and 4 assist with 3min left in the 3rd quarter).
-  Game stats provided to each head coach and media outlet during half-times and end of game.
-  In-game graphics after each quarter, and at the conclusion of each game (See next slide).
-  Thanksgiving Hoopfest generates over 1M impressions alone on our social media platforms.
-  We produce 3-4 sixty second recap videos.
-  We provide ground transportation for out of state teams.
-  We attract the top 1% of officials in the state. All of our officials have worked the state tournament and/or college basketball. Last season one of our officials (Keith Kimble) officiated the NCAA Men's Final Four.

WHERE STARS ARE BORN



44
DUNCANVILLE



31
SIERRA CANYON

Year 14 | Thanksgiving Hoopfest | Nov. 26, 2022

Sierra Canyon's Kijani Wright (2022 6'9 Forward) defends the baseline inbound pass in the second quarter of action at Dickie's Arena.

WHERE STARS ARE BORN



80
DUNCANVILLE



73
SIERRA CANYON

Year 14 | Thanksgiving Hoopfest | Nov. 26, 2022



NIL & Financial Literacy Workshop

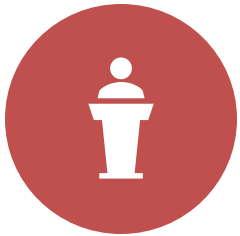


Empowering Athletes On and Off the Field

Full-Day Agenda

- 9:00 – Welcome & Icebreaker
- 9:30 – NIL 101
- 10:15 – Building & Protecting Your Brand
- 11:15 – NIL Marketing & Deal Strategies
- 12:00 – Lunch
- 12:45 – Financial Literacy Foundations
- 1:30 – Taxes & Compliance
- 2:30 – Advanced NIL Opportunities
- 3:15 – Capstone Group Project
- 4:00 – Closing & Next Steps

Welcome, Overview, & Icebreaker



OPENING REMARKS



WORKSHOP GOALS



ICEBREAKER: YOUR
BRAND IN 10
WORDS



DAY SCHEDULE
OVERVIEW

NIL 101 – Understanding the Landscape

What is NIL?

NCAA rules and
state laws

Examples of NIL
deals

Interactive poll:
NIL income
sources

Building & Protecting Your Personal Brand

Defining brand
values and
story

Social media
do's and don'ts

Attracting and
negotiating
with sponsors

Intellectual
property basics

Activity:
Review sample
athlete profiles

NIL Marketing & Deal Strategies

Types of NIL deals

Negotiation tips

Working with agents

Small group exercise:
Mock NIL proposal

Financial Literacy Foundations

Understanding NIL income

Budgeting for athletes

Saving vs. investing

Emergency funds

Quick budgeting challenge

Taxes & Compliance for NIL Income

How NIL earnings are taxed

Expense tracking

State-specific rules

Benefits of working with a CPA

Case example: Tax problem

Advanced NIL
Opportunities
& Risk
Management

Expanding your brand
beyond athletics

Long-term sponsorships

Contract pitfalls

Guest speaker insights

Closing, Q&A, and Next Steps

Key takeaways

Resources list

First 5 actions after
workshop

Networking time



HOTEL OCCUPANCY TAX GRANT FOR THE 2026 FISCAL YEAR BUDGET TO HOOPFEST BASKETBALL, LLC

SEPTEMBER 16, 2025

GLENN SMITH, APPLICANT

ANGEL DEAL, PROJECT MANAGER, STAFF LIAISON

We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

HB HOOPFEST
BASKETBALL

X



Duncanville
City of Champions

Hoopfest Basketball

Hoopfest Basketball, LLC

- **Years in service:** 17th Annual Thanksgiving Hoopfest
- **Fund Request:** \$85,000
- **Purpose of Request:** To bring the top high school basketball teams from around the country to the “City of Champions,” while also hosting a workshop to educate student athletes and parents about name, image, and likeness (NIL) and financial literacy.
- **Expected Attendance:** Over 8,000
- **How funding will be used:**
 - 1. Social media marketing, digital advertisements, printed materials
 - 2. Hotel rooms and ground transportation
 - 3. Workshop facilitators

NIL and Financial Literacy Workshop

- **New Workshop hosted by G.S. Global Sports LLC – For Profit Entity**
- **Date:** Saturday, November 29, 2025
- **Location:** Hilton Garden Inn, Duncanville
- **Fund Request:** \$20,000
- **Purpose of Request:** Financial Literacy workshop to educate student athletes and parents about Name, Image, and Likeness (NIL)
- **Other Funding Sources:** Sponsorships
- **How funding will be used:**
 - Advertising and Promotion
 - Convention Delegate Registration



HISTORY

- 1st Hoopfest was held at a school that's now an overflow parking lot for AT&T Stadium
- Event has been at Duncanville HS for 16 of the 17 years
- Rated the #1 HS event in the country by USA Today and Max Preps
- 202 Hoopfest had 18 teams that went on to win their respective State Championships.
- 22 first round NBA Draft picks
- #4, #5, #11, #15, #19, #20, #45, #48, and #55 overall draft picks in the 2024 NBA draft (9 players total drafted)

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AVG. ENGAGEMENT **2.3**

YOUTUBE NUMBERS SLAM & ESPN **500K VIEWS**

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NATIONAL EXPOSURE



MAIN ATTRACTION
COLLEGE EXPOSURE
#1 HIGH SCHOOL
NATIONAL SCHEDULE
MCDONALD'S VOTER
SOLD OUT GAMES

City of Duncanville



Duncanville
City of Champions

AUDIENCE



NATIONAL TELEVISION BROADCAST OPPORTUNITY

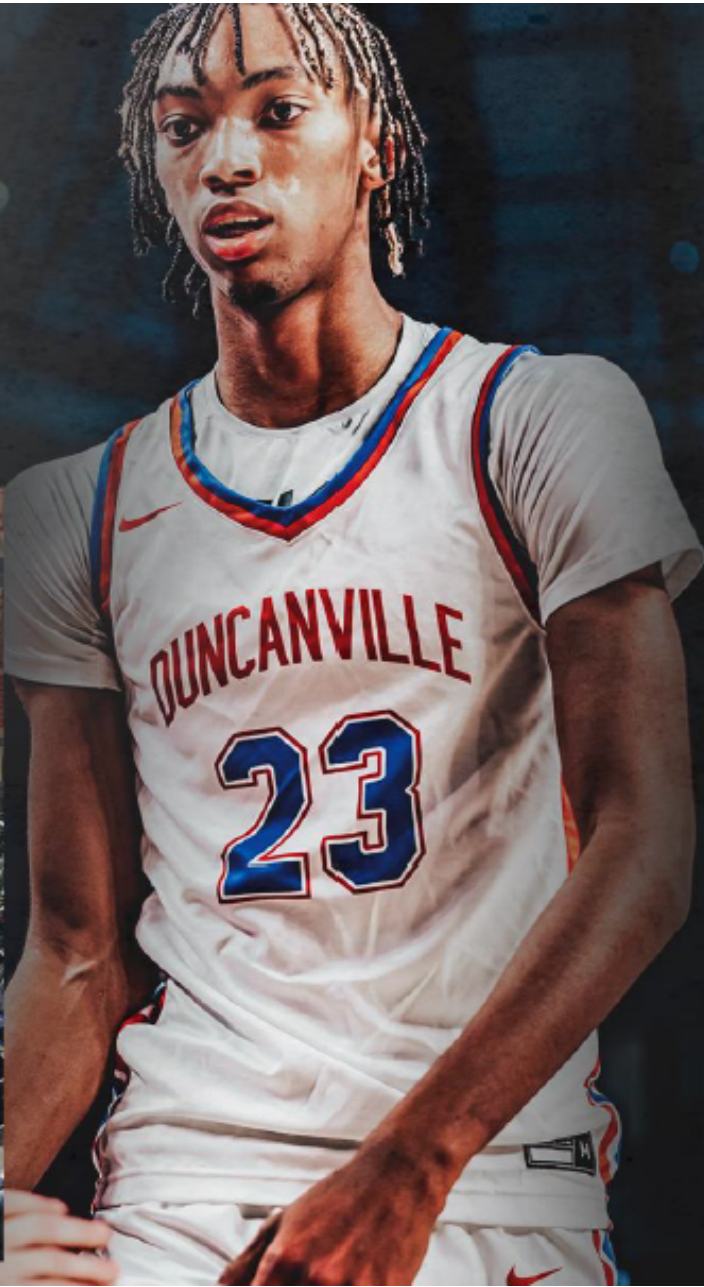


City of Duncanville



Duncanville
City of Champions

SOLD-OUT



City of Duncanville



LOCAL HOTEL & RESTAURANTS
OVER 7K
ATTENDEES FOR THANKSGIVING HOOPFEST

 **Hilton**
Garden Inn

Thibodeaux's
authentic
Cajun  Cookin'



Little Caesars



What Makes the Thanksgiving Hoopfest Different?

- 🏀 Basketball Experience > Basketball Event
- 🏀 Real-time stats that can be seen on our website. (Log in from anywhere in the world and see that John Doe has 12 points 3 rebound and 4 assist with 3min left in the 3rd quarter).
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- 🏀 We provide ground transportation for out of state teams.
- 🏀 We attract the top 1% of officials in the state. All of our officials have worked the state tournament and/or college basketball. Last season one of our officials (Keith Kimble) officiated the NCAA Men's Final Four.

THANK YOU

Any questions? Discussion.

RESOLUTION NO. 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A HOTEL OCCUPANCY TAX GRANT FOR THE 2026 FISCAL YEAR BUDGET IN AN AMOUNT NOT TO EXCEED \$105,000 TO HOOPFEST BASKETBALL, LLC TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Duncanville City Council, after consideration of the application of Hoopfest Basketball, LLC finds that expenditures will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories.

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves Resolution 2025-126 authorizing a Hotel Occupancy Tax Grant in an amount not to exceed one hundred fifteen thousand dollars and zero cents (\$85,000.00) to Hoopfest Basketball, LLC to promote Duncanville tourism through a nationally recognized event.

The City Council of the City of Duncanville, Texas hereby approves Resolution 2025-126 authorizing a Hotel Occupancy Tax Grant in an amount not to exceed one hundred fifteen thousand dollars and zero cents (\$20,000.00) to G.S. Global Sports, LLC to promote financial literacy through a Name, Image and Likeness (NIL) Workshop.

SECTION 2. 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. This resolution shall take effect immediately upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 21st day of October 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider a Resolution Approving an Economic Development Agreement between the Duncanville Community and Economic Development Corporation (DCEDC) and Tracy Shook, for the development and expansion of Kim and Jenny's Cafe, located at 586 E. Wheatland Road, Duncanville, TX, 75516, in the amount of \$135,000, categorizing this project as a business expansion and retention incentive.

Vision Statement:

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

Pillar:

Re-Imagine: High Quality of Life

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

Kim and Jenny's Café has been a cherished part of the community for over 23 years. In 2023, Mr. Shook purchased the business and has since made several enhancements to both the restaurant and its menu offerings. As a result of these changes, the café's clientele has expanded, attracting customers from throughout the DFW area.

Due to increasing demand, Mr. Shook has determined that expansion is necessary. The current space is insufficient to accommodate the number of customers, and the kitchen layout is not designed for prompt and efficient food order preparation and delivery. Mr. Shook has been presented with an opportunity to build a new restaurant that would be larger than the existing facility and feature a more modern and efficient kitchen layout.

The draft agreement is between the DCEDC and Tracy Shook for Kim & Jenny's Café, for the redevelopment and build-out of a new restaurant at 586 E. Wheatland Road in Duncanville. The DCEDC will provide a total grant of \$135,000, paid in five (5) annual installments of \$27,000 in 2025, 2026, 2027, 2028, and 2029. The funds are designated for infrastructure and building improvements such as kitchen systems, plumbing,

electrical upgrades, and other code-related work.

To receive the funds, the applicant must complete the improvements and secure a certificate of occupancy by December 1, 2025, submit invoices for reimbursement, stay current on property and sales taxes, and remain in business and in compliance with city codes for at least three years. The agreement also prohibits the use of undocumented workers or unlicensed contractors.

The DCEDC is protected through provisions that allow it to withhold or recapture payments if the applicant defaults, fails to meet requirements, becomes delinquent on taxes, or if sufficient funds are not available. The agreement will only take effect upon City Council approval and includes standard legal protections and termination clauses.

POLICY EXPLANATION:

This agreement is performance-based, meaning DCEDC funds are safeguarded and tied directly to the Applicant's completion of improvements, compliance with city requirements, and continued business operation. The incentive supports critical infrastructure improvements that will enable restaurant operations while reducing risk to the DCEDC through staged disbursements, compliance monitoring, and repayment provisions.

FUNDING SOURCE:

ORG and Object Number

012-1205-120510-0000-708501 - Economic Development Incentives

Available Budget

N/A

Purchase Amount

135,000

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

RESOLUTION - Kim and Jenny's Cafe, ECONOM~1, 10.21.25 City Council - Kim and Jenny's

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) AND TRACY SHOOK, FOR THE REDEVELOPMENT AND EXPANSION OF KIM & JENNY’S CAFÉ LOCATED AT 586 E. WHEATLAND ROAD, DUNCANVILLE, TEXAS IN THE AMOUNT OF \$135,000; CATEGORIZING THIS PROJECT AS A BUSINESS EXPANSION AND RETENTION INCENTIVE; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Duncanville is authorized under the Texas Local Government Code, Chapters 501–505 (the “Development Corporation Act”), to promote and encourage economic development within the city; and

WHEREAS, the Duncanville Community and Economic Development Corporation (“DCEDC”) was created pursuant to the Development Corporation Act to encourage business retention, attraction, expansion, and the creation of jobs; and

WHEREAS, Tracy Shook (the “Applicant”), owner and operator of Kim & Jenny’s Café, has requested economic development assistance to relocate and expand the restaurant into a larger facility located at 586 E. Wheatland Road; and

WHEREAS, The DCEDC has determined that the project qualifies as a Business and Retention incentive under the Corporation’s adopted policies, and has approved a performance-based incentive in the total amount of One Hundred Thirty-Five Thousand Dollars (\$135,000.00), payable in five annual installments of \$27,000 each from 2025 through 2029, subject to the Applicant’s compliance with the terms of the agreement; and

WHEREAS, The Applicant has committed to significant improvements including modernized kitchen infrastructure, plumbing, electrical, ventilation, and interior buildout, which will increase the restaurant’s seating capacity from 50 to 78, expand operating hours, create six (6) new jobs, and generate approximately \$225,000 in additional annual payroll; and

WHEREAS, The DCEDC has determined that such improvements and expansion will enhance a key commercial corridor, increase taxable sales, strengthen the property tax base, and contribute to the vitality of Duncanville’s economy; and

WHEREAS, On October 21, 2025, the City Council reviewed the proposed Economic Development Incentive Agreement and determined that the agreement is consistent with the City’s comprehensive goals and with DCEDC policies to prioritize incentive investments for business attraction, retention, and measurable job creation;

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

SECTION 1. The findings set forth in the recitals above are true and correct and are adopted as findings of fact by the City Council.

SECTION 2. The City Council hereby approves the Economic Development Incentive Agreement between the Duncanville Community and Economic Development Corporation and Tracy Shook, for the redevelopment and expansion of Kim & Jenny's Café, which provides for a total incentive of One Hundred Thirty-Five Thousand Dollars (\$135,000.00), payable in five annual installments of \$27,000, subject to performance conditions. Said Agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 3. The Interim City Manager, Richard Abernethy, is authorized to execute the agreement on behalf of the City of Duncanville.

SECTION 4. If any section, subsection, clause, or phrase of this Resolution is declared invalid by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 21st day of October, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

**ECONOMIC DEVELOPMENT
INCENTIVE AGREEMENT**

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Patrick Harvey, its duly authorized DCEDC President and Tracy Shook (the "Applicant").

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their business located at 586 E Wheatland Road, Duncanville, Texas hereinafter known as the "Project"; and

WHEREAS, the incentive funds shall be provided to Applicant and are to be utilized for qualified expenditures related to redevelopment and beautification in the amount of One Hundred and Thirty Five Thousand Dollars (\$135,000.00); and

WHEREAS, the improvements shall mean buildout of the restaurant space including but not limited to infrastructure such as hood and vent system, grease trap, upgraded electrical system, upgraded plumbing, and other like improvements for the Project; and

WHEREAS, payment of incentive funds is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances and remaining in business for the agreed forgiveness period; and

WHEREAS, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development

through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **December 1, 2030**, unless otherwise terminated as provided for in this agreement; and, the compliance provisions of this agreement shall service for a period of five (5) years from the effective date.

ARTICLE III. GRANT

3.01. Economic Development Incentives.

As an economic development incentive grant to assist the Applicant located at 586 E Wheatland Road in Duncanville, Texas, the DCEDC agrees to provide a incentive grant in the amount of One Hundred and Thirty Five Thousand Dollars (\$135,000.00) for improvements to the building located at said address, occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant funds will be made available in annual installment payments to Applicant. Incentive payments will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met. Nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detailed plans concerning the use of funds to achieve the purposes recited herein.

3.03 Upon execution of this agreement, funds in the amount of One Hundred and Thirty Five Thousand Dollars (\$135,000.00) will be provided to Applicant in yearly installments for payment for redevelopment and improvements as described herein.

3.04 DCEDC acknowledges that certain improvements will be made by Applicant's landlord and the cost of such improvements will be repaid through rent payments. Grant funds may be applied toward rent payments to be applied toward the cost of these improvements.

3.05 So long as the Covenants of Applicant outlined under Article IV herein continue to be met, the incentive grant shall be paid in installments annually as follows:

Date:	Installment payment amount
December 1, 2025	\$27,000.00
December 1, 2026	\$27,000.00
December 1, 2027	\$27,000.00
December 1, 2028	\$27,000.00
December 1, 2029	\$27,000.00

ARTICLE IV. COVENANTS OF TRACY SHOOK

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development incentive grant described above, and to be eligible to receive loan forgiveness, the Applicant agrees to do the following:

- (a) Cause the improvements as defined herein to be permitted and installed at the address indicated herein in compliance with the local ordinance; and
- (b) Provide a verified grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before **December 1, 2025** at 5 p.m.; and
- (c) Provide proof of legal occupancy of the specified location of 586 E Wheatland Road, Duncanville, Texas; and
- (d) Incentive grant shall mean cash grant of One Hundred and Thirty Five Thousand Dollars (\$135,000.00) for improvements (Project) to the property located at 586 E Wheatland Road, Duncanville, Texas; and
- (e) Receive a certificate of occupancy for 586 E Wheatland Road, Duncanville, Texas on or before **December 1, 2025**; and
- (f) Pay and be current to the ad valorem and sales during the term of this Agreement and through a period of 5 Five (5) years from the effective date; and
- (g) Development and maintain the property in conformity to the local Comprehensive Zoning Ordinance and other local applicable regulation codes; and
- (h) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.
- (i) If work is found to be incomplete within the timeline provided in Article IV, the

Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and shall repay any grants under the provisions of Section 5.2 of this agreement is terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

5.01. Termination and Default. This Agreement terminates upon any one of the following:

- (a) By the Applicant, through mutual written agreements of both parties; and
- (b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and
- (c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and
- (d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final) for a period of five (5) years from the effective date; and
- (e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and
- (f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and
- (g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and no guarantee of payment.
- (h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of the Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any

bankruptcy or insolvency laws by or against the Applicant and Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. Recapture Provision. In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funds owed to the DCEDC, plus interest and attorney fees.

5.03. Mutual Assistance. The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. Representations and Warranties. The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. Employee Hiring, Materials, and Supplies Purchased. Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. Verification and Compliances. The Applicant agrees to allow the DCEDC's by and through its lawful representative to conduct an audit on all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

- (a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and
- (b) To determine the existence of a default or breach of the terms of this Agreement; and
- (c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and
- (d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the

Applicant normal business operations.

5.08. Indemnification. IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. Attorneys Fees. In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. Amendment. This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. **THE APPLICANT MAY NOT ASSIGN ALL OR ANY PART OF ITS RIGHTS AND OBLIGATIONS HEREUNDER WITHOUT PRIOR WRITTEN APPROVAL OF THE DCEDC.**

5.13. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: Tracy Shook
1233 Boulder Drive
Cedar Hill, Texas 75104

City: City of Duncanville
Attention: Richard Abernethy
P.O. Box 380280
Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development Corporation
Attention: Victor Barrera

P.O. Box 380280
Duncanville, Texas 75138-0280

With a copy to:

Brandon Shelby
Shelby Law, PLLC
PO Box 1316
Sherman, Texas 75091

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.**

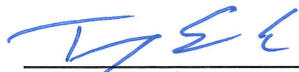
- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended;

and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

5.20. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on _____.

TRACY SHOOK



Date: 9/12, 2025

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

By: Patrick Harvey
Its: Board President
Date: _____, 2025

CITY OF DUNCANVILLE

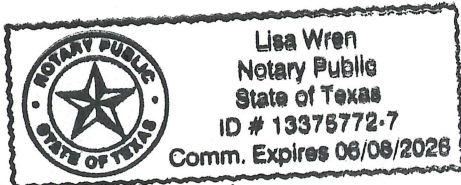
By: Richard Abernethy
Its: Interim City Manager
Date: _____, 2025

Tracy Shook Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Tracy Shook, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of September, 2025.



My Commission Expires:

6/8/2026

Lisa Wren
Notary Public in and for the State of Texas

Lisa Wren
Type or Print Notary's Name

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Patrick Harvey, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

City of Duncanville Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Richard Abernethy, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Interim City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:



RESOLUTION APPROVING AN ECONOMIC INCENTIVE AGREEMENT

OCTOBER 21, 2025

VICTOR M. BARRERA, ECONOMIC DEVELOPMENT DIRECTOR

We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

Project Background



Kim & Jenny's Café has served Duncanville for 23+ years.



Purchased by Tracy Shook in 2023; business has grown with new menu offerings.



Current space is too small; kitchen is at full capacity.



Current restaurant seats 50 customers; new facility will seat 78 (+56% capacity).



Expansion will modernize kitchen, improve service speed, and expand menu options.

Former Space



Existing Space (50 seats)



New Space (78 seats) Expanding Capacity to Meet Growing Demand



Economic Impact

Creation of 6 new jobs.

\$225,000 in additional annual payroll.

Expanded operating hours: Wed–Sat, 7:00 a.m. – 7:00 p.m.

Increased seating capacity: 50 → 78 seats (+56%).

Increased sales tax revenue and customer accessibility.

Long-term property improvements increase ad valorem tax base.

Incentive Agreement Terms

- Total Incentive: \$135,000.
- Disbursed in 5 annual installments of \$27,000 (2025–2029).
- Applicant must:
 - – Complete improvements by Dec. 1, 2025.
 - – Obtain Certificate of Occupancy.
 - – Remain current on taxes.
 - – Operate business for at least 5 years.
- DCEDC safeguards include recapture and compliance provisions.

Alignment with City Goals



SUPPORTS SMALL BUSINESS GROWTH AND RETENTION.



REVITALIZES KEY WHEATLAND ROAD COMMERCIAL CORRIDOR.



ENCOURAGES REINVESTMENT AND BEAUTIFICATION.



ADVANCES DUNCANVILLE 2040 COMPREHENSIVE PLAN GOALS.



AGREEMENT IS PERFORMANCE-BASED WITH MEASURABLE OUTCOMES.



ALIGNS WITH DCEDC POLICIES TO INVEST INCENTIVES IN BUSINESS ATTRACTION, RETENTION, AND JOB CREATION.



A PERFECT FIT WITH CITY AND DCEDC STRATEGIC OBJECTIVES.

Recommendation

- Staff recommends approval of the incentive agreement with Kim & Jenny's Café.
- This project creates new jobs, expands payroll, increases sales and property tax revenues, and revitalizes a key corridor while protecting public funds.



THANK YOU



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider a Resolution acknowledging receipt of documentation and commitment from KKMD Investments, LLC pursuant to the Purchase and Sale Agreement for 720 E. IH20.

Vision Statement:

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

Pillar:

Re-Imagine: High Quality of Life

STAFF RESPONSIBLE:

Victor Barrera

BACKGROUND/HISTORY:

On February 18, 2025, City Council approved resolution 2025-422 approving the Purchase and Sale Agreement between the City of Duncanville and KKMD Investments, LLC, for the commercial property located at 720 E. IH20, known as the Toyota Property, for an amount not to exceed \$1,020,000.00. The approved agreement provided the buyer with a 180-day inspection period upon the execution of the agreement.

Since the agreement's approval and execution, the buyer has been working diligently with their design professional to conduct the necessary due diligence on the property and prepare preliminary redevelopment plans for the entire site. However, the buyer is seeking a 30-day extension of the inspection period to allow the buyer's team to conduct additional due diligence, enabling the development plans to be finalized for the City's consideration and approval under the terms of the approved agreement.

On August 5, 2025, the City Council approved a 30-day extension to the 180-day inspection period. Subsequently, another extension was approved on September 16, 2025, extending the deadline until October 21, 2025.

POLICY EXPLANATION:

According to Section 3.1.2 of the Purchase and Sale Agreement, the buyer must submit

a proposed development plan for the property to the City before the Inspection Period expires. This plan should include a Site Plan displaying the layout of all roads and walkways, the location of utilities, pad sites, green spaces, parking areas, and the proposed uses of the space. Additionally, the plan must include a written commitment from both the buyer and Marriott International, Inc. for the construction of a Marriott Residence Inn or a higher classification hotel during the first phase of the development.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

KKMD Investments Incentive Agreement_02.18.2025, First Amendment for the PSA with KKMD - Executed, CONCEPT SITE PLAN -3 (10-4-2025), CONCEPT LANDSCAPE PLAN -3 (10-4-2025), RESOLUTION - Toyota Property

RESOLUTION NO. 2025-422

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE, TEXAS AND KKMD INVESTMENTS, LLC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AFTER THE CITY ATTORNEY HAS REVIEWED AND APPROVED SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Duncanville, Texas desires to sell a certain vacant tract of commercial land that is approximately 4.69 ± acres located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave, further identified as parcel number 65088337510030100, ("Property") to KKMD Investments, LLC. for an amount not to exceed One Million Twenty Thousand Dollars and Zero Cents (\$1,020,000.00), pursuant to said Agreement attached herein as Exhibit "A"; and

WHEREAS, the City Manager is authorized to execute said Agreement after the City Attorney has reviewed and approved said Agreement.

WHEREAS, the City Council for the City of Duncanville, Texas has reviewed the Purchase and Sale Agreement and has determined it to be in the best interest of the City of Duncanville to enter said Agreement.

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

SECTION 1. The City Council approves the execution of the Purchase and Sale Agreement between the City of Duncanville (Seller) and KKMD Investments, LLC. (Buyer) for an amount not to exceed One Million Twenty Thousand Dollars and Zero Cents (\$1,020,000.00), to purchase a tract of commercial land that is approximately 4.69 ± acres located on the southeast corner of East IH-20 eastbound frontage road and N. Alexander Ave, further identified as parcel number 65088337510030100, based on the terms and conditions set forth in said Agreement, which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. That the City Manager of the City of Duncanville is authorized to execute said Purchase and Sale Agreement after approval by City Attorney as to form of said Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, this the 18th day of February 2025.

APPROVED:



Greg Contreras, Mayor

ATTEST:



Chiquita Taylor, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is executed this ___ day of February, 2025 ("Effective Date") by and between **THE CITY OF DUNCANVILLE, TEXAS**, a Texas Home Rule Municipal Corporation, ("Seller") and **KKMD INVESTMENTS, LLC**, a Texas limited liability company (which together with its successors and assigns are referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, Seller desires to sell, and Buyer desires to purchase the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale-Purchase.

1.1 Seller hereby agrees to sell, transfer and convey to Buyer, and Buyer hereby agrees to purchase and accept from Seller, upon the terms and conditions hereinafter set forth, a certain tract located in the County of Dallas, City of Duncanville and the State of Texas, described in Exhibit A attached hereto and made a part hereof (the "Land"), together with all easements, rights of way, privileges, appurtenances, strips and gores of land, water rights and other interests, rights and benefits thereunto belonging, and to all public or private streets, roads, avenues, alleys, or passageways, open or proposed, on or abutting such portion of the Land, and other rights, if any, pertaining thereto (collectively, the "Property"); and, subject to the deed restrictions for nonpermitted uses on the Property as set forth herein.

1.2 Seller's Cooperation. Seller shall cooperate with Buyer in all reasonable respects in connection with Buyer's due diligence investigations, including but not limited to:

1.2.1 Providing access to all environmental reports, engineering studies, soil tests, permits, approvals, and other property-related documentation within five (5) business days of the Effective Date;

1.2.2 Facilitating access to the Property for Buyer's consultants and representatives;

1.2.3 Executing any necessary authorizations for Buyer to communicate with governmental authorities regarding the Property; and

1.2.4 Providing any additional information reasonably requested by Buyer regarding the Property.

1.7 Due Diligence Materials. The Inspection Period shall not commence until Seller has delivered all required due diligence materials to Buyer. Seller shall provide written notice to Buyer upon delivery of all such materials, and Buyer shall have five (5) business days to confirm receipt or notify Seller of any missing items.

2. Purchase Price.

2.1. The purchase price for the Property (the "Purchase Price") shall be One Million Twenty Thousand Dollars and Zero Cents (\$1,020,000.00) as established by the appraisal attached hereto as Exhibit B.

2.2. Within ten (10) business days after the execution and delivery of this Agreement by Buyer, Buyer shall deposit with MH Title, Attn: Kim Nguyen, 5560 Tennyson Pkwy, Ste. 280, Plano, Texas 75025, Telephone (469) 304-4635 (in such capacity, the "Escrow Agent") the amount of **Ten Thousand and 00/100 Dollars (\$10,000.00)** as earnest money (the "Earnest Money"), by wire transfer of immediately available federal funds. The Earnest Money will be held in escrow by the Escrow Agent and disbursed in accordance with the terms and provisions of this Agreement. The Earnest Money will be credited at the Closing against the Purchase Price. After expiration of the Inspection Period as extended, the Earnest Money shall be "at risk" and non-refundable to the Buyer but will apply as a credit against the Purchase Price.

Notwithstanding anything herein to the contrary, a portion of the Earnest Money in the amount of TEN and 00/100 DOLLARS (\$10.00) will be non-refundable and will be distributed to Seller upon any termination of this Agreement as full payment and independent consideration for Seller's performance under this Agreement (the "Independent Contract Consideration"). If this Agreement is properly terminated by Buyer pursuant to a right of termination granted to Buyer by any provision of this Agreement **or if Buyer does not deliver its Notice to Proceed to Seller prior to the expiration of the Inspection Period, as extended**, the Earnest Money, less the Independent Contract Consideration, will be promptly returned to Buyer, and the parties will have no further rights or obligations under this Agreement (except for any that, by the explicit provisions of this Agreement, expressly survive the termination of this Agreement). Notwithstanding the foregoing, the Independent Contract Consideration shall be non-refundable to Buyer, retained by Seller and applied to the Purchase Price at Closing. Seller acknowledges the sufficiency of the Independent Contract Consideration.

2.3 If the contemplated transaction is consummated in accordance with this Agreement, the Earnest Money and all interest earned thereon, less the Independent Contract Consideration, will be applied to the Purchase Price at Closing. If the transaction is not so consummated, the Earnest Money and all interest earned thereon, will be held and delivered by Title Company as provided in this Agreement.

Buyer's failure to deliver any required notice pursuant to this Section 2 within applicable time period shall be deemed Buyer's election to terminate this Agreement. If the Appraisal is not delivered within forty-five (45) days after the Effective Date, Buyer shall have the right to either (x) terminate this Agreement or (y) engage an appraiser at Seller's expense to complete the Appraisal.

3. Closing.

3.1. Inspection Period.

3.1.1. Buyer shall have from the Effective Date until the date which shall be the first business day which is **One Hundred and Eighty Days (180)** days after the Effective Date (such period, the "Inspection Period") to carry out its due diligence investigations and inspections pertaining to the Property and otherwise to determine if the Property is suitable for Buyer ("Investigations"). Seller agrees that it shall fully cooperate with Buyer in connection with any and all Investigations and promptly provide information and copies of all contracts pertaining to the Property requested by Buyer during the Inspection Period to the extent either accessible by Seller or otherwise in Seller's possession or control, including, (i) operating information of the Property for the prior three (3) years reflecting: (a) ad valorem taxes both real and personal, (b) annual insurance premiums for fire, extended coverage, workmen's compensation, vandalism, and malicious mischief, general liability, rents and other forms of insurance, and (c) expenses incurred for water, electricity, natural gas, and other utility charges; (ii) all engineering, foundation, soil and environmental reports, and surveys; (iii) title policies/commitments; (iv) zoning/flood plain information; (v) termite certificates; and (vi) all property licenses, construction drawings, permits, and warranties.

3.1.2. Before the expiration of the Inspection Period, Buyer shall deliver to Seller its proposed plan for the development of the Property ("Development Plan") including proposed site plan indicating

layout of any roads or walkways, location of utilities, pad sites, green spaces, parking, and proposed uses. Development Plan shall include written commitment from both Buyer and Marriot International, Inc. for the construction of a Marriot Residence Inn, or higher classification, during the first phase of construction. Buyer must have written approval of its Development Plan from the Seller's City Council before proceeding with closing. Development Plan shall also include written confirmation of a commitment of a premium brand hotel as determined by the Seller's City Council. In the event Buyer fails to deliver a Development Plan acceptable to Seller, in Seller's reasonable discretion, by 11:59 p.m. Central Time on the final day of the Inspection Period, this Agreement shall automatically terminate without further action required by either party. Upon such termination, the Title Company shall promptly return the Earnest Money to Buyer, less the Independent Consideration, which shall be paid to Seller as consideration for this Agreement.

3.1.3. If, in its sole and absolute discretion, Buyer determines that the Property is satisfactory to Buyer, then Buyer shall deliver to Seller written notice to Seller (the "Notice to Proceed") of Buyer's acceptance of the Property at any time on or before 11:59 p.m. Central Standard Time on the last day of the Inspection Period. If Buyer fails to deliver the Notice to Proceed to Seller as set forth in this Section 3.1.2, then this Agreement will automatically terminate, in which event: (a) Buyer shall be absolutely and unconditionally entitled to a full refund of the Earnest Money less the Independent Contract Consideration and Escrow Agent is directed to refund to Buyer the Earnest Money less the Independent Contract Consideration, (b) this Agreement shall terminate, and (c) neither party to this Agreement shall have any further rights or obligations hereunder, except for the Post-Termination Obligations (as hereinafter defined), which shall survive such termination.

3.1.4. Notwithstanding the foregoing, Buyer, in its sole and absolute discretion, shall have two (2) options to extend the Inspection Period for a period of ninety (90) consecutive days each, *provided, however*, that Buyer provides notice of its election to Seller and the Title Company on or before the expiration of the Inspection Period, as extended.

3.1.5. Upon one (1) business day's prior notice from Buyer, Seller will allow Buyer, Buyer's principals and employees (collectively the "Buyer Group") and Buyer's third-party agents, contractors and vendors (collectively, "Buyer Representatives"), to enter upon the Property at reasonable times to conduct Investigations. Buyer Representatives shall have the right to enter the Property for its Investigations throughout the term of the Agreement.

3.1.6. The Property must be restored substantially to its present condition after any such tests, at Buyer's sole expense, ordinary wear and tear excepted. **BUYER HEREBY INDEMNIFIES SELLER AGAINST AND AGREES TO DEFEND AND HOLD SELLER HARMLESS FROM ALL CLAIMS, COSTS, EXPENSES, INJURIES, ACCIDENTS OR DAMAGE CAUSED BY BUYER OR BUYER'S INSPECTING AGENTS DURING BUYER'S INSPECTIONS, WHICH OBLIGATIONS SURVIVE CLOSING AND ANY TERMINATION OF THIS AGREEMENT, ANY OTHER PROVISION HEREOF TO THE CONTRARY NOTWITHSTANDING; PROVIDED HOWEVER, THE FOREGOING INDEMNITY SHALL NOT APPLY TO: (A) THE DISCOVERY OR DISTURBANCE OF ANY PRE-EXISTING CONDITIONS ON THE PROPERTY; (B) ORDINARY WEAR AND TEAR; (C) ANY CLAIMS ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF SELLER OR ITS REPRESENTATIVES; (D) ANY DIMINUTION IN VALUE RESULTING FROM DISCOVERED CONDITIONS; OR (E) ANY CONDITIONS THAT EXISTED PRIOR TO BUYER'S ENTRY ONTO THE PROPERTY.**

3.2. Closing Date. The consummation of the transactions contemplated hereby (the "Closing") shall take place in escrow with the Escrow Agent by mail away or at a mutually acceptable location as agreed to by Buyer and Seller on the date that is thirty (30) business days following the later of (i) the expiration of the Inspection Period, as extended, or (ii) Seller's acceptance of Buyer's Development Plan; or (iii) as otherwise agreed to in writing by Buyer and Seller (the "Closing Date").

3.3. Conditions. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part

by Buyer, at Buyer's option), and in the event that any of the conditions set forth below has not so been fully satisfied or waived, then Buyer shall have the right, in its discretion, to terminate this Agreement by notice to Seller, whereupon this Agreement shall terminate, the Earnest Money shall be returned to Buyer, and Seller and Buyer shall have no further obligations hereunder except for any obligations which expressly survive the termination of this Agreement ("Buyer's Conditions Precedent"):

3.3.1. Seller shall have timely performed, observed and complied in all material respects, with all of the obligations, covenants, agreement and conditions required to be performed, observed and complied with by Seller by the terms of this Agreement at or prior to the Closing;

3.3.2. All representations and warranties of Seller shall be true and correct, in all material respects, as of the date made, and as of the Closing Date with the same effect as if made on and as of such date;

3.3.3. All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby, shall be delivered to Buyer and shall be in form and substance consistent with the requirements herein; and

3.3.4. The Title Company's commitment to issue the Owner Policy in the form required by the title insurance commitment, as the same may have been supplemented, in the full amount of the Purchase Price.

3.3.5. Receipt of all governmental approvals, permits, and entitlements necessary for Buyer's intended use of the Property, including but not limited to zoning, site plan approval, and building permits;

3.3.6. No material adverse change to the physical or environmental condition of the Property between the Effective Date and Closing;

3.3.7. No pending or threatened litigation, condemnation, or governmental proceeding affecting the Property;

3.3.8. Receipt of satisfactory environmental reports, including a Phase I Environmental Site Assessment and, if recommended, a Phase II Environmental Site Assessment;

3.3.9. Seller's delivery of an executed and recordable declaration of restrictions regarding the hospitality restriction on adjacent land in form and substance reasonably satisfactory to Buyer;

3.3.10. As a condition precedent to the closing, the developer shall provide a Development Plan for the entire site, obtain the necessary zoning or land use regulation(s) necessary to use, construct, and maintain the property; and, agree to a list of non-permitted uses as deed restrictions to the Property which are as follows:

- a. single family residential uses
- b. live-work units
- c. multi-family residential uses
- d. any industrial uses
- e. any manufacturing use
- f. assisted living
- g. drive thru (only)
- h. home occupation
- i. adult day services
- j. child care facilities
- k. community center
- l. driving school

- m. local utility distribution lines
- n. medical clinic or office or facility
- o. place of worship
- p. public facility, use or utility
- q. school, primary or secondary (public or private)
- r. wireless communication tower
- s. country club
- t. park, public or private
- u. appliance rental and repair
- v. funeral home
- w. pawn shop
- x. personal care
- y. plumbing shop
- z. postal mart
- aa. retail convenience store w and w/o restaurant)
- bb. sign
- cc. tattoo
- dd. tobacco
- ee. animal services
- ff. furniture repair
- gg. laundry
- hh. laundry mat
 - ii. sign manufacturing
- jj. auto repair
- kk. car wash
 - ll. fuel station
- mm. parking lot

4. Apportionments.

4.1. The parties agree that the following shall be apportioned between Seller and Buyer at the Closing, as of 11:59 p.m. of the day immediately preceding the Closing Date on the basis of the actual number of days of the month that shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365 day year, and the net aggregate amount thereof either shall be paid by Buyer to Seller or credited to Buyer towards the Purchase Price, as the case may be, at the Closing such that Seller shall be obligated for all such matters accruing up to the day immediately preceding the Closing Date and Buyer shall be responsible for such items first accruing as of the Closing Date.:

4.1.1. All ad valorem taxes and assessments, personal property taxes and assessments, and all other assessments with respect to the Property, or any portion thereof, for all periods prior to Closing must be paid by Seller at or prior to Closing. Taxes and assessments for the Property for the year of the Closing shall be prorated as of the Closing Date. If an exact determination of such taxes and assessments cannot be made at the Closing, the parties shall estimate the amount based on the amount of such taxes and assessments for the Property for the immediately preceding calendar year, and Purchaser and Seller will adjust the prorations in cash within 30 days after the actual assessment and taxes are known. Notwithstanding anything contained in this Agreement to the contrary, all ad valorem tax "roll-backs" or assessments with respect to any period prior to the Closing due to change in land use or ownership with respect to the Property acquired by Buyer must be paid by Seller. In connection with the tax proration, if actual tax and assessment figures for the year of Closing are not available on the Closing Date, then the proration of such taxes and assessments will be made using tax and assessment figures from the prior calendar year and such proration of taxes will be readjusted within thirty (30) days after the date such taxes and assessment figures are fixed.

4.1.2. Annual license, permit, franchise and inspection fees.

4.1.3. All other items (including, without limitation, utilities) customarily apportioned in connection with the sale of similar properties similarly located.

4.1.4. If the Property or any part thereof shall be or shall have been affected by any bond or special assessment prior to the Closing Date, such bond or special assessment shall be paid and discharged in full at Closing by Seller regardless of whether same may be payable in installments or otherwise.

5. Closing Documents.

5.1. At the Closing, Seller shall deliver to Buyer (or the Title Company, as applicable) the following, and it shall be a condition to Buyer's obligation to close that Seller shall have delivered the same to Buyer:

5.1.1. a Special Warranty Deed (the "Deed") with agreed to deed restrictions as set forth herein; to the Property from Seller, duly executed and acknowledged by Seller, in form reasonable acceptable to Buyer and the Title Company;

5.1.2. a general assignment of rights (the "General Assignment") executed by Seller;

5.1.3. "non-foreign person certification" that meets the requirements of Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, or any successor statute thereto ("Code") executed by (or on behalf of) Seller and setting forth Seller's U.S. Taxpayer Identification Number, its office address, and its statement that it is not a "foreign person" as defined in Internal Revenue Code Section 1445(f)(3), as amended;

5.1.4. such documents (such as limited liability company resolutions, corporate resolutions or partnership authorizations and certified limited liability company, corporate or partnership organizational documents) as are reasonably required by the Title Company to evidence the authorization of the transactions contemplated by this Agreement (the foregoing shall only be delivered to the Title Company);

5.1.5. a certification by Seller that all representations and warranties made by Seller in this Agreement are true and correct in all material respects on the date of Closing; and

5.1.6. the Title Company's irrevocable commitment to issue a TLTA Owner Policy of Title Insurance ("Owner Policy") to Buyer, at Seller's expense, for the Purchase Price insuring that, upon Closing, Buyer is the owner of indefeasible fee simple title to the Property subject only to the Permitted Title/Survey Exceptions and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance. Without limiting the generality of the foregoing, the printed form exception for restrictive covenants must be deleted unless one or more restrictive covenants are included among the Permitted Title/Survey Exceptions; there must be no exception for rights of parties in possession or mechanics liens.

5.2. At the Closing, Buyer shall deliver to Seller (or the Title Company, as applicable) the following:

5.2.1. the Closing Funds;

5.2.2. a settlement statement executed by Buyer;

5.2.3. Buyer will deliver to Seller and the Title Company evidence satisfactory to Seller and the Title Company that the person or persons executing the Closing documents on behalf of Buyer have full right, power and authority to do so.

5.2.4. such other documents, instruments and/or deliveries as are required to be delivered by

Buyer pursuant to the terms of this Agreement.

6. Title Insurance.

6.1. Within five (5) days after the Effective Date, Seller shall deliver to Buyer a copy of any existing surveys of the Property that Seller has in its possession, control, or access (the "Existing Survey") or a notice that same is not in Seller's possession, control, or access.

Within five (5) days following delivery of the Updated Survey, Seller at Seller's expense shall order a title insurance commitment ("Commitment") for an Owner's Policy of Title Insurance ("Title Policy", defined below) naming Buyer as the proposed insured and in the amount of the Purchase Price. The Commitment shall be endorsed or updated within fourteen (14) days before Closing. The Commitment shall require the Title Company to provide Buyer, at Closing, with a fully paid Owner's Title Insurance Policy covering the Property in the aggregate face amount of the total Purchase Price, subject to the preprinted exceptions set forth therein (which Title Policy shall be at Seller's expense excepting only the cost of deletion of the survey exception and any other endorsements, if requested by Buyer or Buyer's lender, will be at Buyer's expense). The Commitment and continuation thereof shall show Seller to be vested with indefeasible title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions, and other conditions except for the following:

6.1.1. Ad valorem real estate taxes for the year of closing and subsequent years, which are not yet due and payable.

6.1.2. All applicable zoning ordinances and regulations, none of which shall prohibit or otherwise interfere with Buyer's intended improvements (as hereinafter defined) and/or the current use of the Property.

6.1.3. Restrictions or matters appearing on the plat or otherwise common to the subdivision, none of which shall prohibit or otherwise interfere with Buyer's intended improvements and/or the current use of the Property.

Buyer has until the 15th day after Buyer's receipt of the Commitment and Survey (the "Title Review Period") in which to notify Seller in writing (hereinafter referred to as the "Title Notice") of any objections Buyer may have to any such exceptions to Seller's title to the Property set forth in the Commitment and Title Documents (other than the Cure Items (hereinafter defined)) or any matters set forth on the Survey that are objectionable to Buyer (herein collectively referred to as the "Objections"). Any such matters to which Buyer does not object in such manner and within such time period (other than the Cure Items), or any Objections which are thereafter waived by Buyer in writing or deemed waived prior to Closing, are collectively the "Permitted Exceptions" and individually a "Permitted Exception" for purposes of this Agreement. Notwithstanding anything contained herein to the contrary, Buyer objects to, and Seller shall be obligated at Closing to discharge, the following (collectively, the "Cure Items"): (a) all mortgages, assignments of rents, assignments of leases, security agreements, liens other than the lien for taxes not yet due and payable, and other encumbrances, and (b) all real property and personal property taxes, mechanics' liens, judgment liens and tax and assessments, (c) exceptions relating to delivery of organizational documents, authority, resolutions, and good standing of Seller, (d) exceptions relating to payment of all utilities, and (e) matters customarily waived by submission of an Owner's Affidavit by Seller.

6.2. If Buyer timely delivers a Title Notice indicating any Objections, then Seller may, within 10 days after receipt of such Title Notice (the "Cure Period"), at Seller's sole discretion, either (i) remedy or remove, at Seller's expense, the Objections to the satisfaction of Buyer and provide to Buyer evidence thereof reasonably satisfactory to Buyer or (ii) notify Buyer in writing of the Objections that Seller will and will not remedy and remove prior to Closing to the satisfaction of Buyer. Seller will be deemed to have elected not to remedy or remove an Objection if no notice of agreement to cure is given Buyer within the Cure Period. In the event Seller is, or is deemed to be, unable or unwilling to remedy or cause the removal of

any Objection, then Buyer has, as Buyer's sole remedies, the right, by delivering written notice thereof to Seller ("Election Notice") within five (5) business days following the end of the Cure Period, to (i) terminate this Agreement in its entirety in which case Buyer will receive a refund of the Earnest Money within five (5) business days from the date of the Election Notice and Seller and Buyer will be released from this Agreement, and, except as the terms otherwise provided in this Agreement that survive termination, have no further rights or obligations one to the other under this Agreement, or (ii) waive any such Objections by delivering written notice thereof to Seller and proceed as otherwise provided in this Agreement, without reduction of the Purchase Price. Notwithstanding the foregoing, Seller shall, at its sole cost and expense, discharge the Cure Items and promptly undertake and use reasonable efforts, to eliminate or modify all Objections made by Buyer. Seller agrees at or prior to Closing to remove by payment, bonding, or otherwise any lien against the Property capable of removal by the payment of money or bonding.

6.3. If Seller elects to cure or satisfy an Objection, but after its exercise of good faith efforts, fails to do so by the Closing Date, or if Seller fails to cure a Cure Item by the Closing Date, Buyer shall have the right to either (a) terminate this Agreement upon written notice of termination given no later than the scheduled Closing Date or (b) close the transaction and waive such objection without adjustment or abatement in the Purchase Price and with Buyer being deemed to have accepted such Objection as a Permitted Exception.

6.4. Buyer may, after the Title Review Period but prior to the Closing, notify Seller in writing (a "Title Update Notice") of any additional objections to title added to the Commitment or raised by the Title Company or shown in an update or revision to the Commitments and/or recertification or update to the Survey ("Additional Objections"), and such Additional Objections shall be treated in the same manner as Objections in this Section of this Agreement. Seller may extend the Closing Date for up to thirty (30) days in order to allow Seller to cure such Additional Objection(s), during which time Seller shall diligently attempt to cure such Additional Objection(s).

7. Disposition of Earnest Money.

7.1. If (a) Seller is unable to convey title in accordance with the terms of this Agreement, or (b) Buyer is entitled to and does elect to terminate this Agreement, or (c) if Buyer is not otherwise obligated to close according to the terms of this Agreement or (d) if Seller defaults in any of its obligations or covenants under this Agreement, then Buyer shall have the absolute and unconditional right to terminate this Agreement, and Seller and Buyer unconditionally agree to and Escrow Agent is directed to refund to Buyer the Earnest Money but not the Independent Contract Consideration (or such portion thereof as shall have been deposited with Escrow Agent) and (ii) if Buyer terminates this Agreement because of a Seller default, Seller shall pay to Buyer an amount equal to the documented out-of-pocket expenses in connection with the negotiation of this Agreement, Buyer's due diligence investigations and its pursuit of any financing with respect to its acquisition of the Property (the "Transaction Costs"). Buyer shall have all other rights and remedies available at law or in equity for any Seller default including without limitation the right to seek specific performance of this Agreement.

7.2. If Seller has fully complied with all of the terms, covenants and conditions of this Agreement, and the Title Company is ready, willing and able to guarantee title to Buyer in the form prescribed in this Agreement, and within the time limitations set forth in this Agreement, and Buyer fails or refuses to consummate this Agreement in accordance with the provisions of this Agreement, for any reason (other than the termination of this Agreement pursuant to any right to terminate this Agreement expressly set forth in this Agreement or Seller's failure to perform Seller's obligations under this Agreement), then Escrow Agent shall deliver to Seller the Earnest Money (or such portion thereof as shall have been deposited with Escrow Agent) to Seller.

8. Buyer's Default. If Buyer shall fail or refuse to perform Buyer's obligation to purchase the Property in accordance with this Agreement, other than due to Seller's default or termination hereof by Buyer pursuant to the applicable provisions hereof, Seller, as Seller's sole and exclusive remedy, shall have the right to cause Escrow Agent to deliver to Seller the Earnest Money (or such portion thereof as shall

have been deposited with Escrow Agent), as and for Seller's liquidated damages (the parties hereto acknowledging that it would be difficult or impossible to accurately ascertain the amount of Seller's damages), whereupon this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement other than the obligations hereunder which explicitly state that they shall survive termination of the Agreement.

9. Seller's Default. If Seller shall default under this Agreement, then Buyer may either:

9.1. Deliver written notice to Seller that Buyer elects to terminate this Agreement, in which event the provisions of Section 7 of this Agreement shall apply to such termination and Buyer shall be unconditionally entitled to a full refund of the Earnest Money; or

9.2. Bring an action against Seller to seek specific performance of Seller's obligations hereunder. Notwithstanding the forgoing, if Buyer elects to bring an action against Seller to seek specific performance of Seller's obligations hereunder and the court declines to grant such specific performance, Buyer shall have the right to seek damages as well as the remedy set forth in Article 7 above.

10. Representations.

10.1. Seller hereby represents and warrants to Buyer and agrees with Buyer that, as of the Effective Date and as of the Closing Date:

10.1.1. Seller is a Type 4B Texas Economic Development Corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State where the Property is located, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.1.2. The execution, delivery and performance of this Agreement by Seller (i) are within Seller's powers (ii) have been duly authorized by all necessary company action, and (iii) this Agreement and any other documents executed in connection herewith have been duly executed and delivered, and are legally valid obligations of Seller, enforceable in accordance with their terms;

10.1.3. except with respect to Buyer, Seller has not granted to any Person any option or other right to purchase the Property;

10.1.4. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed a petition for voluntary bankruptcy or filed a petition or answer seeking reorganization or any arrangement or composition, extension or readjustment of its indebtedness, (iii) consented, in any creditor's proceeding, to the appointment of a receiver or trustee of Seller or any of its property or any part thereof, or (iv) been named as a debtor in an involuntary bankruptcy proceeding or received a written notice threatening the same;

10.1.5. no condemnation or eminent domain proceedings are pending or, to Seller's knowledge, have been threatened with respect to the Property;

10.1.6. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

10.1.7. there are no contracts or agreements of any kinds or nature that affect the Property or Seller's right, title or interest therein and that will be binding upon Buyer after the Closing, including, without limitation, service contracts;

10.1.8. there is no action or proceeding pending, nor, to Seller's knowledge, threatened against or

relating to (a) the Property, (b) this transaction or (c) Seller, which would affect Buyer or the Property after the Closing;

10.1.9. Seller has not received any notice that the Property and/or the present use and condition of the Property violate any applicable deed restrictions or other covenants, restrictions or agreements, site plan approvals, zoning or subdivision regulations, urban redevelopment plans, the laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions or requirements of any authorities governing or regulating the use and operation, or otherwise applicable to, the Property, as modified by any duly issued variances disclosed to Buyer in writing before the execution of this Agreement (collectively, the “Legal Requirements”), and Seller has not entered into any agreements with any authorities in connection with compliance with Legal Requirements;

10.1.10. No services, material or work have been supplied to Seller with respect to the Property for which payment has not been or as of Closing shall not have been made in full;

10.1.11. Seller has not retained anyone to file notices of protest against, or to commence actions to review, real property tax assessments against the Property; and

10.1.12. Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the Bank Secrecy Act, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the USA PATRIOT Act, and other authorizing statutes, executive orders and regulations administered by OFAC (as hereinafter defined), and related Securities and Exchange Commission, SRO or other agency rules and regulations, and has policies, procedures, internal controls and systems that are reasonably designed to ensure such compliance. Neither: (i) Seller, any Affiliate of Seller or any Person controlled by Seller; nor (ii) any Person who owns a controlling interest in or otherwise controls Seller; nor (iii) if Seller is a privately held entity, any Person otherwise having a direct beneficial interest (other than with respect to an interest in a publicly traded entity) in Seller; nor (iv) any Person for whom Seller is acting as agent or nominee in connection with this investment, is a country, territory, Person, organization, or entity named on an OFAC List (as hereinafter defined), or is a prohibited country, territory, Person, organization, or entity under any economic sanctions program administered or maintained by OFAC. For the purposes of this Section 10, “OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control and “OFAC List” is any list of prohibited countries, individuals, organizations and entities that is administered or maintained by OFAC, including: (i) Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), any related enabling legislation or any other similar executive orders, (ii) the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, or (iii) a “Designated National” as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515.

10.1.13. The Property complies with all applicable building codes, zoning laws, ordinances, and regulations, and Seller has not received any notices of violation thereof;

10.1.14. There are no underground storage tanks on the Property, and to Seller's knowledge, no hazardous materials have been used, generated, stored, released, discharged or disposed of on, under or about the Property in violation of any environmental laws;

10.1.15. There are no leases, service contracts, maintenance agreements, or other agreements affecting the Property that will survive Closing or be binding on Buyer;

10.1.16. There are no special assessments, impact fees, development fees, or other similar charges pending or threatened against the Property;

10.1.17. All utilities necessary for Buyer's intended development of the Property are available at the property line with sufficient capacity for such development, or can be brought to the Property.

All references in this Agreement to the "knowledge of Seller" or "to Seller's knowledge" or similar qualifier refers only to the actual knowledge of the City Council of Seller.

10.2. Buyer hereby represents and warrants to Seller and agrees with Seller that, as of the Effective Date and as of the Closing Date:

10.2.1. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and is (or will be by Closing) in good standing under the laws of the State of Texas, and has all requisite power and authority to enter into this Agreement and all related agreements and perform its obligations hereunder;

10.2.2. Neither the execution nor the delivery of this Agreement by Buyer nor the consummation of the transactions contemplated by this Agreement will result in or constitute a violation or breach of any judgment, writ, injunction, order or decree issued against Buyer, or result in a violation or breach of any term or provision under any contract or agreement to which Buyer is at present a party or by which Buyer is bound or result in or constitute a violation of any law, statute, ordinance, rule or regulation applicable to Buyer.

11. Seller's Covenants.

11.1. Seller agrees as follows:

11.1.1. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will provide or cause to be provided substantially such services with respect to the Property that have been provided by Seller in the past in accordance with Seller's customary practice.

11.1.2. Between the Effective Date and the Closing Date or earlier termination of this Agreement, Seller will maintain its present casualty and liability insurance with respect to the Property, if any, (which insurance may be effected under a blanket policy or policies of insurance) in accordance with Seller's past practice.

11.1.3. Between the Effective Date and the Closing Date, Seller will cause to be performed all normal operational repairs required to be made to the Property in order to maintain the Property in the condition of the Property as of the Effective Date, reasonable wear and tear and natural deterioration and damage by fire or other casualty or condemnation excepted, provided that the foregoing shall not have the effect of requiring Seller to make any repairs or replacements of a capital nature to the Property.

11.1.4. If, prior to or after Closing, Buyer reasonably determines that any offsite easements and right-of-way dedications, including roads, sewer, and water, required for the development of the Property in accordance with Buyer's development plans ("Offsite Easements") on, over, across, or under any adjacent or nearby land owned by Seller are required, Seller will grant such Offsite Easements to Buyer or to the applicable governmental authority or utility provider at Closing, all at no additional cost to Buyer. This covenant will survive Closing.

12. Condemnation and Destruction.

12.1. If, prior to the Closing Date, a Taking (as hereinafter defined) occurs, then (a) Seller shall notify Buyer in writing and by email to all email addresses in this Agreement of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the

earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. In the event that Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Taking and this Agreement shall continue in effect, (y) at the Closing, Buyer shall accept the Property subject to such Taking or so much of the Property as remains thereafter, as the case may be, with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all awards for such Taking. In the event that Buyer delivers a notice of termination within such twenty (20) day (or shorter) period, the provisions of Section 7 of this Agreement shall apply to such termination.

12.2. If, prior to the Closing Date, a Non-Material Casualty (as hereinafter defined) occurs, then (i) Seller shall notify Buyer of such fact, (ii) Buyer shall not have any right or option to terminate this Agreement and this Agreement shall continue in effect, (iii) at the Closing Buyer shall accept the Property in the then "as is" condition of such Property with no abatement of the Purchase Price, and (iv) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Non-Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. If, prior to the Closing Date, a Material Casualty (as hereinafter defined) occurs, then (a) Seller shall notify Buyer of such fact and (b) Buyer shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before the earlier of the Closing Date or the date twenty (20) days after it receives such notice from Seller. If Buyer fails to exercise such termination right within such twenty (20) day (or shorter) period, Buyer shall be deemed to have waived such termination right, in which event (x) Buyer shall not have any right or option to terminate this Agreement due to such Material Casualty and this Agreement shall continue in effect, (y) at the Closing Buyer shall accept the Property in the then "as is" condition of the Property with no abatement of the Purchase Price, and (z) at the Closing, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all of Seller's interest in and to all insurance proceeds payable in connection with such Material Casualty, and Buyer shall receive a credit against the Purchase Price at the Closing in the amount of any loss deductible payable in connection with such insurance proceeds. In the event that Buyer delivers a notice of termination within such ten (10) day (or shorter) period, then the provisions of Section 7 of this Agreement shall apply to such termination.

12.3. Notwithstanding anything to the contrary set forth in this Section 13, Seller shall have no obligation to repair any damage or destruction to the Property caused by any Casualty or to otherwise restore the Property after any Taking, and Seller shall have no other obligation or liability of any kind or nature in respect of any Casualty or Taking affecting the Property.

12.4. As used herein, the following terms shall have the following meanings:

12.4.1. "Casualty" means the destruction of all or a portion of the Property by fire or other casualty.

12.4.2. "Material Casualty" means a Casualty affecting more than one percent (1%) of the Property.

12.4.3. "Non-Material Casualty" means any Casualty other than a Material Casualty.

12.4.4. "Taking" means any taking of any portion of the Property by condemnation or eminent domain.

13. Brokers.

13.1. The White Rock Realty ("White Rock") is a licensed real estate broker and is the agent of Buyer. Darshana Patel is the designated agent with White Rock. Seller will pay (i) White Rock a real estate commission of three percent (3%) of the Purchase Price at Closing. Notwithstanding anything to the

contrary, the commission due in this paragraph is only applicable if the sale of the Property closes and only payable on gross sales price received by Seller in good funds. No commission shall be payable on any non-refundable earnest money if the Buyer does not close on the Property.

13.2. SELLER AND BUYER HEREBY AGREE TO PAY, AND INDEMNIFY, DEFEND (BY COUNSEL SELECTED BY THE INDEMNIFIED PARTY) AND SAVE THE OTHER PARTY HARMLESS FROM AND AGAINST ALL LIABILITIES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM ANYONE OTHER THAN WHITE ROCK CLAIMING ANY REAL ESTATE COMMISSION, FINDER'S FEE OR ANY FEE PAYABLE IN CONNECTION WITH THE SALE AND PURCHASE OF THE PROPERTY, OR ANY PORTION THEREOF BY VIRTUE OF AN AGREEMENT WITH THE INDEMNIFYING PARTY. SUCH COVENANTS AND INDEMNITIES RELATING TO THE PAYMENTS IN THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT AND NOT BE MERGED THEREIN.

14. Escrow.

14.1. The Title Company will not be liable: (i) to any of the parties for any act or omission to act except for its own gross negligence, bad faith or willful misconduct; (ii) for any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by the Title Company or exchanged by the parties hereunder, whether or not the Title Company prepared such instrument (except for the Commitment, the Owner Policy of any mortgage title policy); (iii) for any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection, or while those funds are on deposit in a financial institution, if such loss or impairment results from the failure, insolvency or suspension of a financial institution, unless the Title Company fails to move such funds to another financial institution in accordance with joint written instructions from Seller and Buyer to the Title Company, (iv) for the expiration of any time limit or other consequence of delay, unless a properly executed written instruction, accepted by the Title Company, has instructed the Title Company to comply with such time limit; or (v) for the default, error, action or omission of either Seller or Buyer to the escrow. The Title Company will be entitled to rely, in good faith, on any document or paper received by it, believed by the Title Company, in good faith, to be bona fide and genuine.

14.2. In the event of any dispute as to the disposition of the Earnest Money or any other monies held in escrow, the Title Company will give written notice to all parties advising same that, in the absence of written instructions signed by both Buyer and Seller received within the next ten (10) days, the Title Company may interplead the Earnest Money by filing an interpleader action in the District Court of the County where the Property is located (to the jurisdiction of which both parties hereby consent) or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same. If the Title Company receives the aforesaid written instructions, it will continue to hold the Earnest Money pursuant to such written instructions. If the Title Company does not receive the aforesaid written instructions, it may pay into the registry of the court the Earnest Money and any other monies held in escrow or may continue to hold the Earnest Money and take no action until the Title Company receives such joint written instructions or an order of a court as to the disposition of same, whereupon the Title Company will be relieved and released from any further liability as escrow agent hereunder. The Title Company will not be liable for the Title Company's compliance with any legal process, subpoena, writs, orders, judgments and decree of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside or reversed.

15. Closing Costs. Seller shall pay (a) all state, county, municipal and/or local conveyance taxes with respect to the transaction contemplated by this Agreement including without limitation documentary stamp taxes and surtaxes, (b) the title insurance premiums for the owner title policy, (c) any real estate commissions and (d) the escrow fees to Escrow Agent. Buyer shall pay (a) title endorsements requested by Buyer or its lender, (b) all due diligence costs, and (c) all recording fees and charges for the Deed. Each party hereto shall pay such party's own legal fees and all of such party's other expenses in connection with this transaction.

16. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made by e-mail (e-mail alone is sufficient notice method for all purposes) or (i) upon the date of personal delivery (if notice is delivered by personal delivery), or (ii) on the day one (1) Business Day after deposit with a nationally recognized overnight courier service (if notice is delivered by nationally recognized overnight courier service), and in any case addressed to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other) - notice to Buyer's legal counsel shall not be deemed notice to Buyer:

If to Seller:

The City of Duncanville
Attn: Mike Land, City Manager
203 E Wheatland Rd
Duncanville, TX 75116

If to Buyer:

KKMD INVESTMENTS, LLC
5503 Statesman Lane
Frisco, Texas 75036
Email: mikepatel918@gmail.com and info@dpre-tx.net

With a copy to:

Nichols Jackson, LLP.
Attn: Robert E. Hager, City Attorney
500 N. Akard St.
Suite 1800
Dallas, TX 75201
Email: rhager@njdhs.com

17. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties. Buyer shall not have any right to assign this Agreement without the prior written consent of Seller (such consent shall be in Seller's sole discretion), and any such prohibited assignment shall be void. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an Affiliate of Buyer. For purposes of this Agreement, an "Affiliate" means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with Buyer. For purposes of this definition, "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

18. Counterpart Execution; Execution by Facsimile Transmission/.PDF Format. This Agreement may be executed in more than one counterpart, each of which, when taken together, shall be deemed to be one (1) instrument. This Agreement may be executed by facsimile transmission or by email via .pdf format, in each case, with the same force and effect as originals. The parties agree that this Agreement may be electronically or digitally signed. The parties agree that the electronic or digital signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

19. Ambiguities Not Construed Against Drafter. Ambiguities in this Agreement shall not be construed against the party drafting this Agreement, notwithstanding any contrary rule of construction or interpretation at law or in equity.

20. No Special Relationship Between Seller and Buyer. Buyer and Seller acknowledge and agree

that the relationship between Buyer and Seller is solely a commercial relationship, and the execution of this Agreement by Buyer and Seller shall not create (and neither Buyer nor Seller intends to create) any relationship of principal and agent between Buyer and Seller, or any partnership or joint venture relationship between Buyer and Seller. Neither Buyer nor Seller shall be deemed to be a fiduciary of the other party.

21. **Effective Date.** The effective date of this Contract (the "Effective Date") is the date upon which a fully signed Contract, together with the Earnest Money, is delivered to the Title Company.

22. **Choice of Law and Venue.** This Agreement will be construed under and in accordance with the laws of the State of Texas. Venue for any causes of action, controversy or dispute regarding this Agreement or the subject matter hereof will be in Dallas County, Texas. BUYER AND SELLER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BUYER AND SELLER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. SELLER OR BUYER, AS APPLICABLE, IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BUYER OR SELLER, AS APPLICABLE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

23. **Release of Earnest Money.** In the event that pursuant to the provisions of this Agreement either Seller or Buyer is entitled to receive the, the other Party is obligated to execute promptly such direction or agreement as may be required by the Title Company incident to the disposition of such Earnest Money.

24. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

25. **Sole Agreement.** This Agreement constitutes the sole and only agreement of the Parties with respect to the Property and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this Agreement and, except as otherwise provided in this Agreement, cannot be amended or modified except by written agreement signed by Seller and Buyer.

26. **Gender.** Words of any gender used in this Agreement will be held and construed to include any other gender and words in the singular number include the plural and vice versa unless the context requires otherwise.

27. **Attorney's Fees.** Each Party shall be responsible for its own attorney fees and expenses.

28. **Binding Effect.** This Agreement has no binding effect on either Party until executed by both Parties.

29. **Miscellaneous.**

29.1. Time is of the essence under this Agreement.

29.2. If any date set forth in this Agreement for the performance of any obligation by Buyer or Seller or for the delivery of any instrument or notice should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery will be deemed acceptable on the next business day following

such Saturday, Sunday or legal holiday. For purposes of this paragraph, "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in Dallas County, Texas, for the observance thereof.

29.3. Section headings may not be used in construing this Agreement. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, has reviewed and revised this Agreement. As such, the terms of this Agreement must be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting Party, may not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto. The words "herein", "hereof", "hereunder", "hereby", "this Agreement" and other similar references will be construed to mean and include this Agreement and all amendments and supplements hereto unless the context clearly indicates or requires otherwise. Whenever the words "including", "include" or "includes" are used in this Agreement, they will be interpreted in a non-exclusive manner. Except as otherwise indicated all Exhibit and Section references in this Agreement will be deemed to refer to the Exhibits and Sections in this Agreement.

29.4. Each Party must take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network) (the "Executive Order"), or any other Laws, regulations or executive orders designed to combat terrorism or money laundering, if applicable, to this Agreement. Each Party represents and warrants to the other Party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

30. DISCLOSURES: Buyer is hereby provided the following notices required by law, or otherwise:

30.1. **Annexation Disclosures.** If the Property that is the subject of this Agreement is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

30.2. **Notice of Water and Sewer Service.** Pursuant to Section 13.257 of the Texas Water Code, Seller provides Buyer with the following notice: The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area, there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. By signing this Agreement, the undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property. At the Closing, Buyer agrees to execute a separate copy of the foregoing notice with current information, in a form required by Section 13.257 of the Texas Water Code, to be subsequently recorded at Buyer's expense in the real property records of the county in which the Property is located.

30.3. **Utility District.** Buyer agrees that if the Property is situated in any utility district, Buyer will sign and acknowledge at or prior to the Closing, a statutory notice as required under Section 54.812 of the Texas Water Code.

30.4. **Pipelines.** If a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, is located on or within the Land, Seller shall give Buyer statutory notice regarding such pipeline(s) as required by Section 5.013 of the Texas Property Code.

30.5. **Public Improvement Districts.** If the Property is in a public improvement district, § 5.014, Property Code, requires Seller to notify Buyer as follows: As a Buyer of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

30.6. **Texas Agricultural Development District.** Seller has no knowledge whether the Property is located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.

30.7. **1031 Exchange.** Buyer and Seller agree that, at either party's election, this transaction may be structured as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and proposed regulations thereunder. The non-electing party shall reasonably cooperate with the electing party. **The electing party shall in all events be responsible for all costs and expenses related to the Section 1031 exchange and shall fully indemnify, defend and hold the non-electing party harmless from and against any and all liability, claims, damages, expenses (including attorneys' fees), proceedings and causes of action of any kind or nature whatsoever arising out of, connected with or in any manner related to such 1031 exchange that would not have been incurred by the non-electing party if the transaction were a purchase for cash.** The provisions of the immediately preceding sentence shall survive Closing. In no event shall (i) the non-electing party be obligated to undertake any obligations or liabilities that it would not have had if the electing party did not elect to structure the transaction as an exchange of like-kind property under Section 1031 of the Code or (ii) any Section 1031 exchange delay or be a condition to Closing.

31. **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, floods, or other disasters ("Force Majeure Event"). The party suffering a Force Majeure Event shall give notice to the other party and shall use reasonable efforts to minimize the impact of such Force Majeure Event. In the event of a Force Majeure Event, all deadlines under this Agreement shall be extended for a period equal to the delay caused by the Force Majeure Event.

32. **Survival.** The following provisions shall survive Closing and shall not be merged into the deed or any other closing documents: Sections 3.1.5 (Indemnification), 10.1 (Seller's Representations), 13 (Brokers), , and any other provisions that expressly state they survive Closing or should reasonably survive closing. This Section 32 shall survive Closing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

SELLER:

The City of Duncanville

By: 

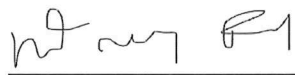
Name: Douglas E. Finch

Title: City Manager

per Reso #
2025-422

BUYER:

KKMD INVESTMENTS, LLC,
a Texas limited liability company

By: 

Name: Manish Patel

Title: Managing Member

EXHIBIT A
Description of the Land

BEING a tract or parcel of land situated in the Robert F. Merrill Survey, Abstract No. 883, City of Duncanville, Dallas County, Texas and being more fully described as follows:

BEGINNING at a 1/2 inch iron rod found at the Southeast intersection of East Interstate Highway 20 and N. Alexander Avenue;

THENCE South 56 degrees 02 minutes 30 seconds East, with the Southwest line of said East Interstate Highway 20, 391.47' to a 1/2 inch iron pipe set for corner;

THENCE continuing with the Southwest line of said East Interstate Highway 20, South 68 degrees 14 minutes 01 second East, 213.64' to a 7/8 inch iron rod found at the Northwest corner of a tract of land conveyed to Circuit Investors #2, recorded in Volume 92223 Page 3891, Deed Records, Dallas County, Texas;

THENCE South 01 degree 23 minutes 47 seconds East with the West line of said Circuit Investors Tract, 258.87' to a 1/2 inch iron rod set for corner at the Northeast corner of a tract of land conveyed to La Mexicana Tortilla Factory, Inc. recorded in Volume 2004190 Page 3261, Deed Records, Dallas County, Texas;

THENCE South 89 degrees 14 minutes 25 seconds West with the North line of said La Mexicana Tortilla Factory Tract, 520.00' to a 5/8 inch iron rod found for the Northwest corner of said La Mexicana Tortilla Factory Tract and on the East line of said N. Alexander Avenue;

THENCE North 0 degrees 57 minutes 43 seconds West with the East line of said N. Alexander Avenue, 563.66' to the PLACE OF BEGINNING and Containing 4.69 acres of land, more or less.

EXHIBIT "A"

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT CITY OF DUNCANVILLE, TEXAS AND KKMD INVESTMENTS, LLC 730 E. IH 20, DUNCANVILLE, TEXAS

This First Amendment to the Purchase and Sale Agreement (this "Amendment") is made and entered into as of the 18th day of February, 2025 (the "Effective Date"), by and between the **CITY OF DUNCANVILLE, TEXAS**, a home-rule municipality and political subdivision of the State of Texas ("Seller"), and **KKMD INVESTMENTS, LLC**, a Texas limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated February 18, 2025 (the "Agreement"), for the conveyance of certain real property located at 730 E. IH 20, Duncanville, Texas (the "Property"); and

WHEREAS, the Property is a significant and visible site within the City of Duncanville, and its redevelopment is anticipated to provide substantial economic and community benefits; and

WHEREAS, the parties desire to amend the Agreement to (i) extend the Inspection Period by thirty (30) calendar days and (ii) provide for an additional deposit of earnest money in the amount of Ten Thousand Dollars (\$10,000.00); and

WHEREAS, the Seller finds that providing this extension is in the best interest of the City to support the successful development of the site and to realize the anticipated public benefits;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Extension of Inspection Period

The Inspection Period as set forth in Section 6 of the Agreement shall be, and hereby is, extended by thirty (30) calendar days from its original expiration date. All references in the Agreement to the "Inspection Period" shall be deemed to refer to the Inspection Period as extended by this Amendment.

2. Additional Earnest Money

Within three (3) business days after the Effective Date of this Amendment, Buyer shall deposit with the Title Company an additional earnest money payment in the amount of Ten Thousand Dollars (\$10,000.00), which shall be held, disbursed, and applied in accordance with the provisions of the Agreement.

3. No Other Amendments

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

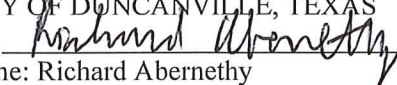
4. Counterparts; Electronic Signatures

This Amendment may be executed in any number of counterparts and by electronic or PDF signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to be effective as of the Effective Date first written above.

SELLER:

CITY OF DUNCANVILLE, TEXAS

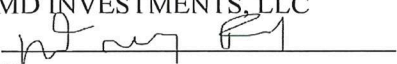
By: 

Name: Richard Abernethy

Title: Interim City Manager

BUYER:

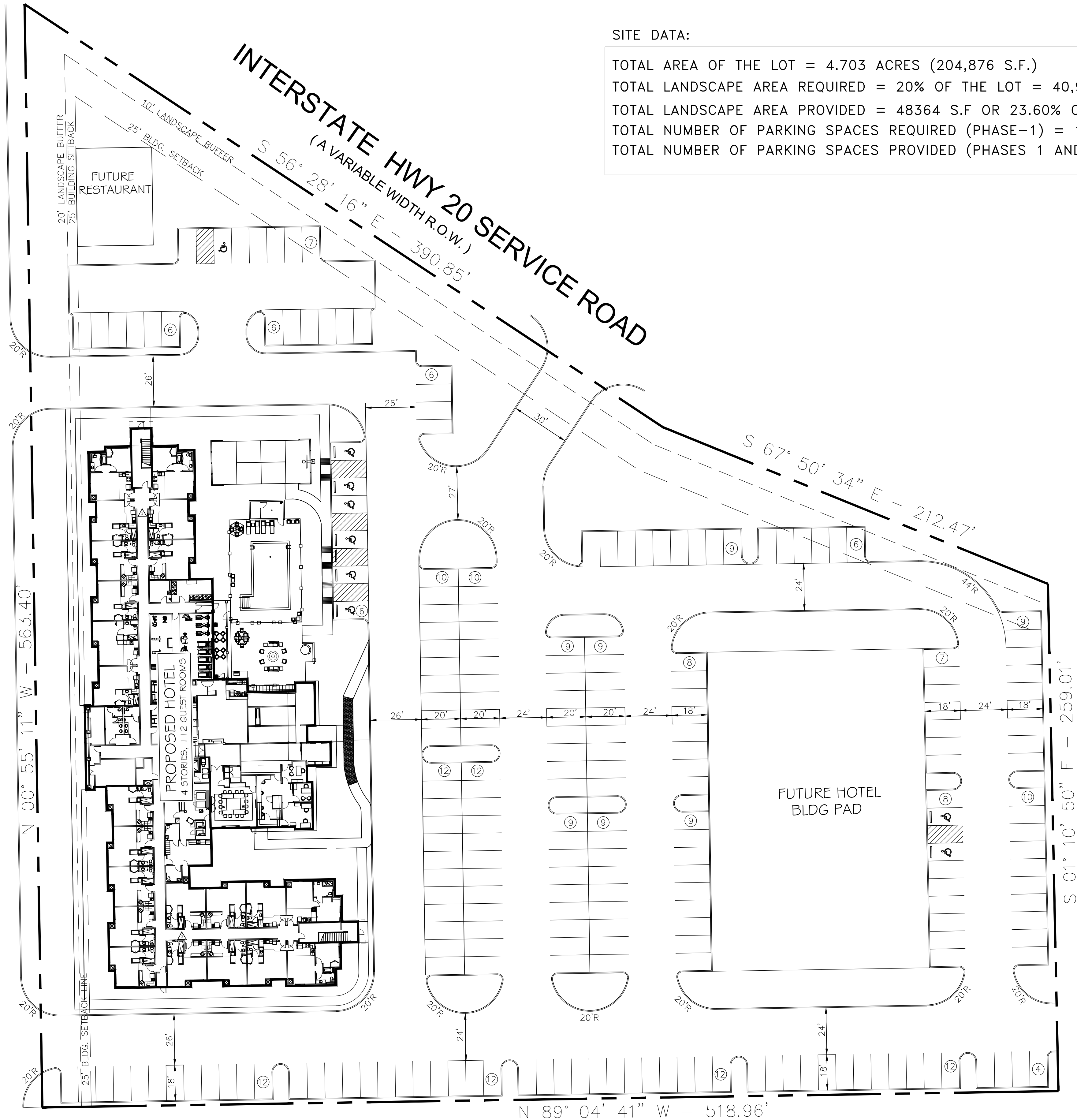
KKMD INVESTMENTS, LLC

By: 

Name:

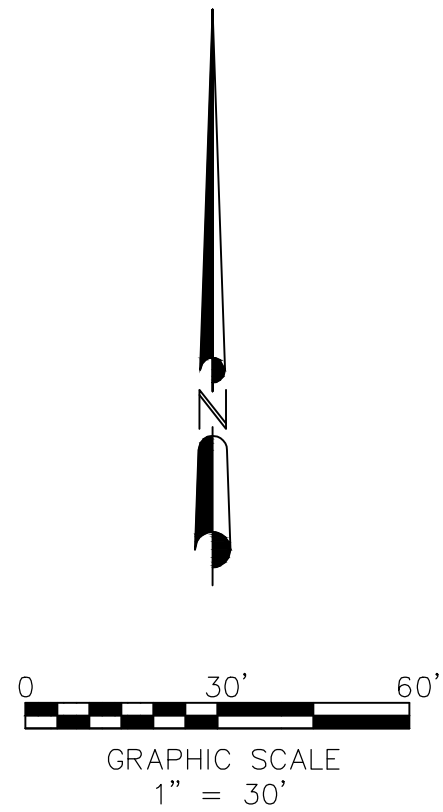
Title:

N. ALEXANDER AVENUE
(A 60' R.O.W.)



SITE DATA:

TOTAL AREA OF THE LOT = 4.703 ACRES (204,876 S.F.)
TOTAL LANDSCAPE AREA REQUIRED = 20% OF THE LOT = 40,975 S.F
TOTAL LANDSCAPE AREA PROVIDED = 48364 S.F OR 23.60% OF THE LOT
TOTAL NUMBER OF PARKING SPACES REQUIRED (PHASE-1) = 112
TOTAL NUMBER OF PARKING SPACES PROVIDED (PHASES 1 AND 2) = 225



LOT 1A, BLOCK A
OF
LOT 1A, 2A, 3A AND 4A, BLOCK A
CIRCUIT CITY - REDBIRD ADDITION
VOL. 92220, PG 1940
D.R.D.C.T

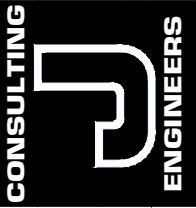
LOT 1, BLOCK A
OF
LOT 1, BLOCK A
VENTURE REDBIRD ADDITION
VOL. 93233, PG 2184
D.R.D.C.T

Residence Hotel
Duncanville, Texas

JAHVANI CONSULTING
ENGINEERS, INC.

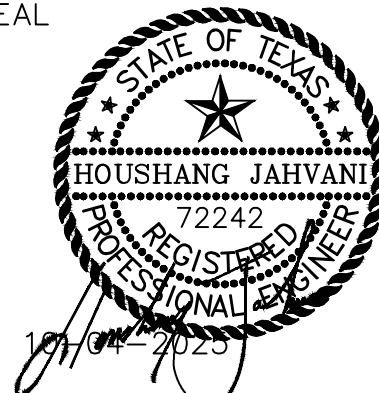
TYPE REGISTRATION NO. F-10198

2121 N. JOSEY LANE, #200
CARROLLTON, TEXAS 75006
TEL. (214) 718-9469
jahvani@hotmail.com



REVISIONS DATE

SEAL



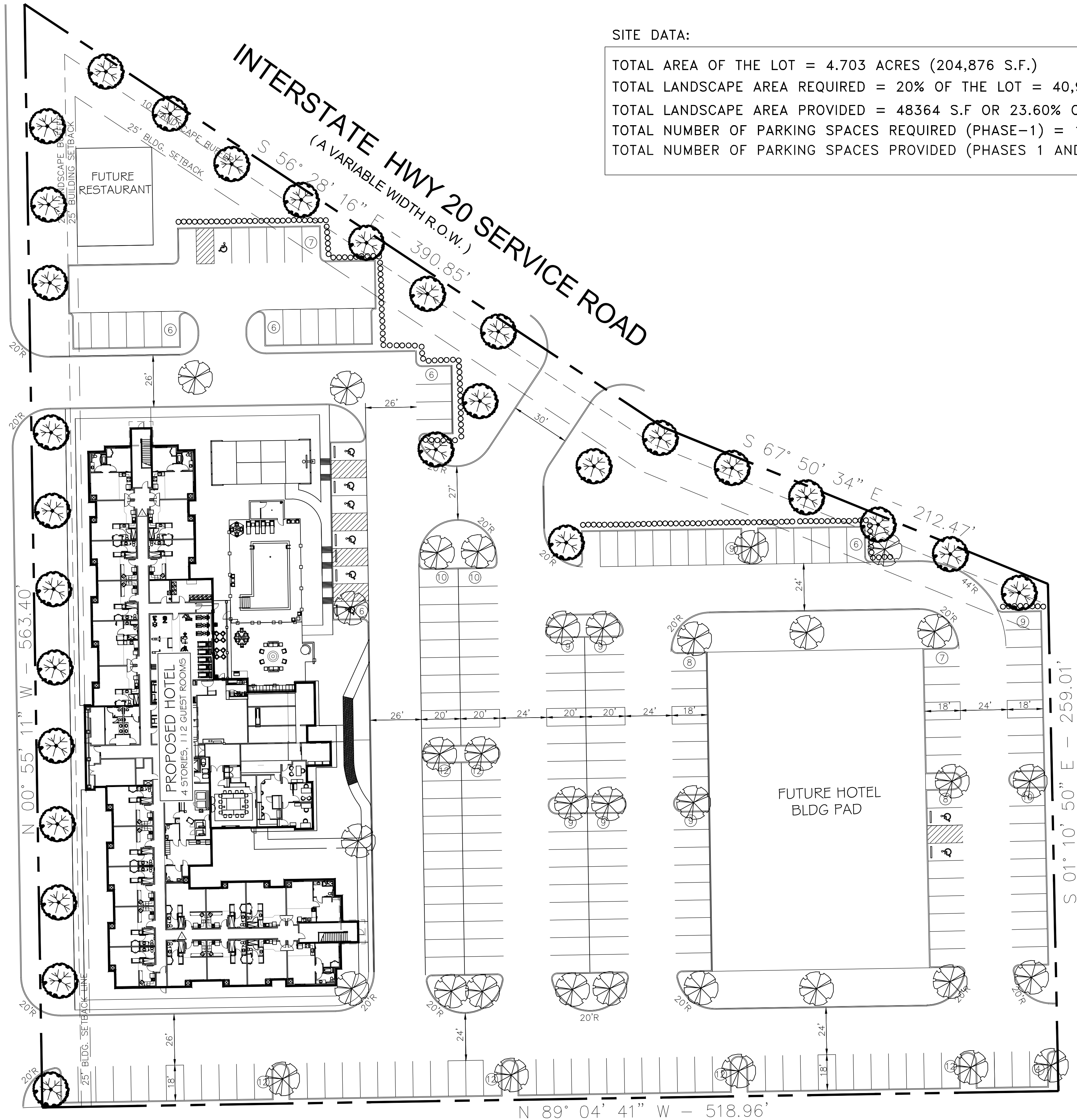
DWG. TITLE:
CONCEPT
SITE PLAN

DRAWN BY: HJ
SCALE: 1" = 30'

DATE 10-04-2025

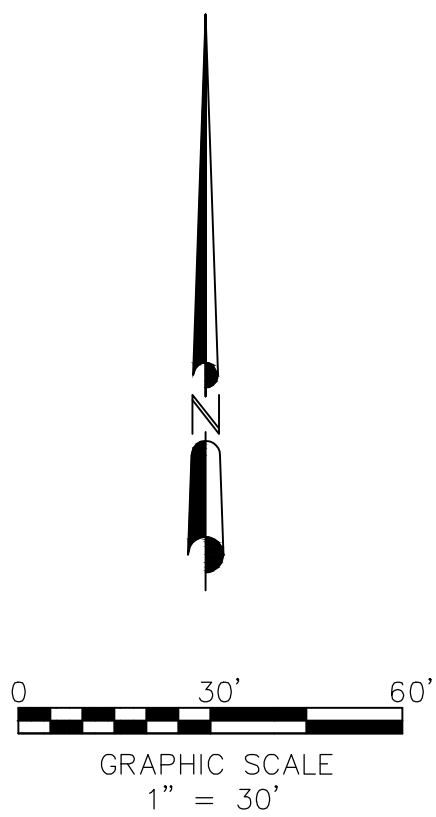
1 OF 1
SHEET NUMBER

N. ALEXANDER AVENUE
(A 60' R.O.W.)



SITE DATA:

TOTAL AREA OF THE LOT = 4.703 ACRES (204,876 S.F.)
TOTAL LANDSCAPE AREA REQUIRED = 20% OF THE LOT = 40,975 S.F
TOTAL LANDSCAPE AREA PROVIDED = 48364 S.F OR 23.60% OF THE LOT
TOTAL NUMBER OF PARKING SPACES REQUIRED (PHASE-1) = 112
TOTAL NUMBER OF PARKING SPACES PROVIDED (PHASES 1 AND 2) = 229



LOT 1A, BLOCK A
OF
LOT 1A, 2A, 3A AND 4A, BLOCK A
CIRCUIT CITY - REDBIRD ADDITION
VOL. 92220, D.R.D.C.T.

LEGEND:

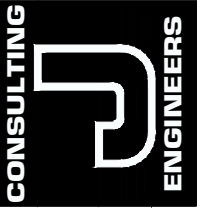
 = CANOPY TREE
 = CANOPY TREE
 = SHRUBS

LOT 1, BLOCK A
OF
LOT 1, BLOCK A
VENTURE REDBIRD ADDITION
VOL. 93233, PG 2184
D.R.D.C.T.

Residence Hotel
Duncanville, Texas

JAHVANI CONSULTING
ENGINEERS, INC.
TYPE REGISTRATION NO. F-10198

2121 N. JOSEY LANE, #200
CARROLLTON, TEXAS 75006
TEL. (214) 718-9469
jahvani@hotmail.com



REVISIONS DATE

SEAL

DWG. TITLE:
CONCEPT
LANDSCAPE PLAN

DRAWN BY: HJ
SCALE: 1" = 30'

DATE 10-04-2025

1 OF 1
SHEET NUMBER

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ACKNOWLEDGING RECEIPT OF DOCUMENTATION AND COMMITMENT FROM KKMD INVESTMENTS, LLC PURSUANT TO THE PURCHASE AND SALE AGREEMENT FOR 730 E. IH 20, AND AUTHORIZING THE INTERIM CITY MANAGER TO PROCEED WITH CLOSING AND ALL NECESSARY ACTIONS TO COMPLETE THE TRANSACTION.

WHEREAS, the City of Duncanville, Texas (the “City”), and KKMD Investments, LLC (the “Developer”) entered into a Purchase and Sale Agreement (“PSA”) for the conveyance and redevelopment of the City-owned property located at 730 E. IH 20, Duncanville, Texas (the “Property”); and

WHEREAS, the PSA required the Developer, at the conclusion of the inspection period, to submit to the City certain documents including a Development Plan, hotel brand/flag identification, operator commitment, conceptual site plan, development timeline, and financial/feasibility information; and

WHEREAS, the Developer has submitted such documentation, and by resolution of KKMD Investments, LLC, has acknowledged compliance with the PSA and reaffirmed its commitment to redevelop the Property as a nationally branded hotel project; and

WHEREAS, the City Council finds that the Developer has satisfied its obligations under the PSA as of the inspection period and that it is in the best interest of the City to authorize the Interim City Manager to take the necessary steps to finalize the transaction.

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

SECTION 1. Acknowledgement of Compliance. The City Council hereby acknowledges receipt of the Development Plan and all other documentation required under the PSA, as submitted by KKMD Investments, LLC, and acknowledges the Developer’s commitment to proceed with the hotel project.

SECTION 2. Authorization to Proceed. The Interim City Manager, or his designee, is hereby authorized to take all actions necessary to proceed to closing on the Property and to execute all related documents consistent with the PSA.

SECTION 3. Future Obligations. The Developer is expected to adhere to the approved Development Plan and timeline, initiate financing, permitting, and pre-construction activities, and provide periodic progress updates to the City on the hotel project.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on this the 21st day of October, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Consider a resolution approving an incentive agreement by the Duncanville Community & Economic Development Corporation (DCEDC) with Redbird Skateland Inc in an amount not to exceed \$6,871.50 for a pavement grant at 1206 Duncanville Road, Duncanville, Texas 75116.

Vision Statement:

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

Pillar:

Promote: Innovative Ideas for Development and Re-development

STAFF RESPONSIBLE:

Marcela Perez

BACKGROUND/HISTORY:

The Redbird Skateland is a family-owned entertainment venue built in 1972 and run by the Hudson Family for over 50 years. Redbird Skateland has provided an inviting environment for families to come together and enjoy roller skating.

The owners of Redbird Skateland, Gil and Karen Hudson, pride themselves in keeping the business within their family for generations, so kids can skate with the same people their parents skated with when they were young. Redbird Skateland is more than just a venue – it’s a piece of local history and a testament to the importance of family entertainment in the Duncanville and Greater Dallas communities. For the last 52 years, the family has “worked diligently” to keep the rink in great shape.

POLICY EXPLANATION:

As part of the revised policy and guidelines approved by the DCEDC Board on July 28, 2025 and ratified by City Council on August 19, 2025, Design Incentive Grants, including those for pavement, are limited to a 50% matching reimbursement and capped at \$25,000.00.

The grant application by Redbird Skateland Inc was approved by the DCEDC on

September 8, 2025, for an incentive grant totaling \$6,871.50. The grant award and incentive agreement requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number

12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget

\$900,000.00

Purchase Amount

\$6,871.50

After Encumber

\$893,128.50

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Redbird Skateland Inc, Incentive Agreement_Redbird Skateland Inc, Resolution - FY 26
Redbird Skateland Inc



INCENTIVE GRANT AGREEMENT- REDBIRD SKATELAND INC

OCTOBER 21, 2025

MARCELA PEREZ, ECONOMIC DEVELOPMENT COORDINATOR

We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

Redbird Skateland Inc

- The Redbird Skateland is a family-owned entertainment venue, built in 1972 by Chuck Kurp.
- The current owners, Gil and Karen Hudson, pride themselves in keeping the business within their family for generations.
- As a piece of local history, the family has “worked diligently” to keep the rink in great shape.
- The business has a total of 15 employees (5 Full-Time and 10 Part-Time), with 80% being Duncanville residents.

Redbird Skateland Inc

Approved Incentive: \$6,871.50 for a pavement grant

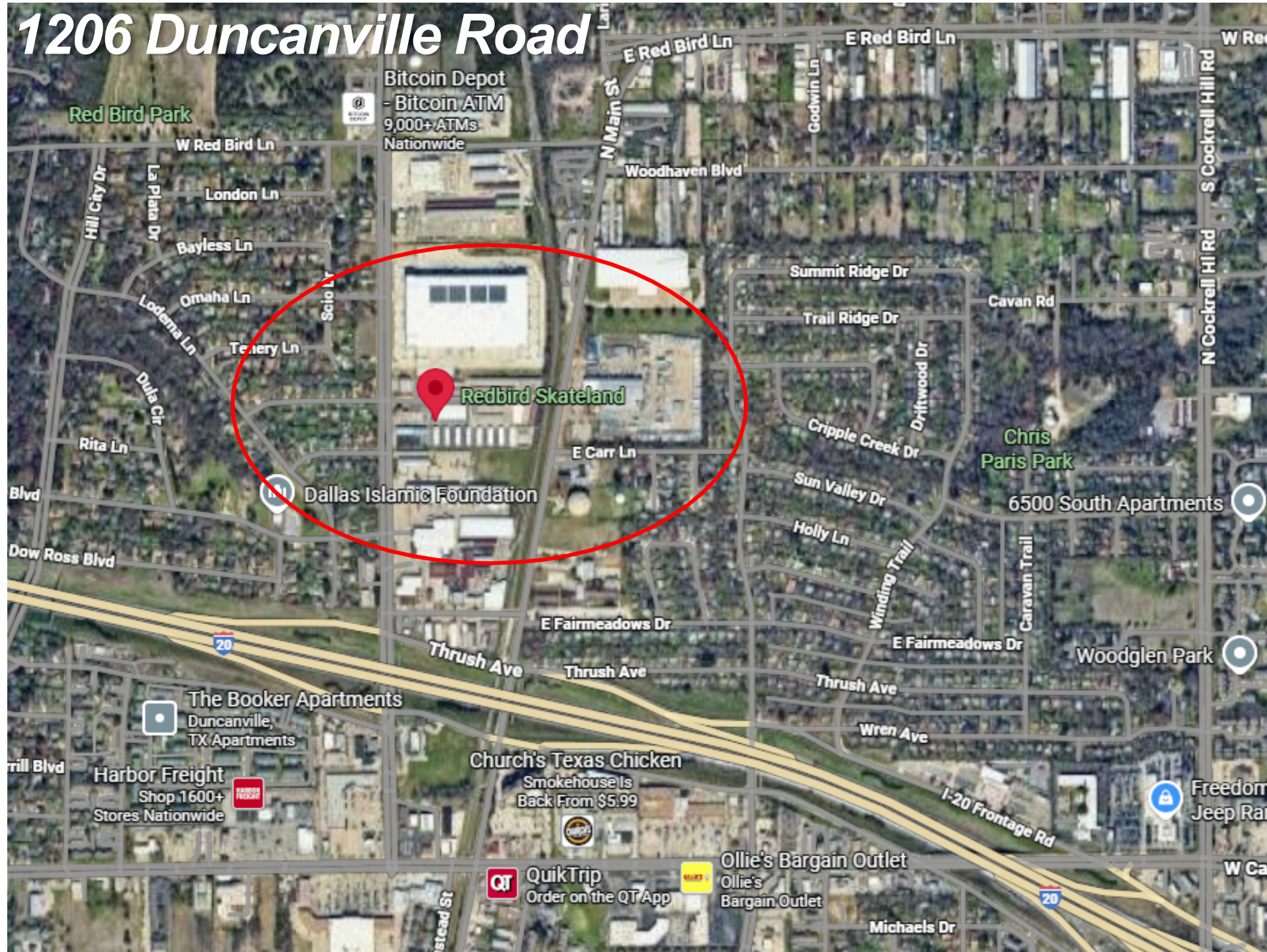
Project Breakdown:

- Clearing debris and loose gravel, pothole fixes, sealing asphalt, and re-striping parking lot.

DCEDC Approval:

- The grant request was presented at the September 8, 2025 board meeting and approved unanimously.
- The award amount is based on the DCEDC's revised incentive policy and guidelines, which limits project reimbursement to a 50% matching grant.

1206 Duncanville Road



Photos







Project Photos



THANK YOU

Any questions? Discussion.

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

**ECONOMIC DEVELOPMENT
 INCENTIVE AGREEMENT**

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Patrick Harvey its duly authorized DCEDC President, and Redbird Skateland Inc acting by and through Gil Hudson, its duly authorized representative (the "Applicant").

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their property located at 1206 Duncanville Road, Duncanville, TX 75116 hereinafter known as the "Project"; and

WHEREAS, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to a pavement grant in an amount not to exceed Six Thousand Eight Hundred Seventy One Dollars and Fifty Cents (\$6,871.50); and

WHEREAS, the improvements shall mean parking lot repairs in the form of removal of loose gravel, sealing of asphalt area, and parking lot restriping as part of the Project; and

WHEREAS, reimbursement of incentive funds is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances; and

WHEREAS, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development

through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **April 21, 2026** unless otherwise terminated as provided for in this agreement; and, the compliance provisions of this agreement shall service for a period of five (5) years from the effective date.

ARTICLE III. GRANT

3.01. Economic Development Incentives.

As an economic development incentive grant to assist the Applicant located at 1206 Duncanville Road, in Duncanville, Texas, the DCEDC agrees to provide an incentive grant in an amount not to exceed a total of **\$6,871.50** for improvements to the property located at said address, occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detailed plans concerning the use of funds to achieve the purposes recited herein.

ARTICLE IV. COVENANTS OF REDBIRD SKATELAND INC

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development incentive grant described above, and to be eligible to receive reimbursement, the Applicant agrees to do the following:

- (a) Cause the improvements as defined herein to be permitted and installed at the address indicated herein in compliance with the local ordinance; and
- (b) Provide a verified grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before **April 21, 2026 at 5 p.m.**; and

- (c) Provide proof of legal occupancy of the specified location of 1206 Duncanville Road, Duncanville, TX 75116; and
- (d) Incentive grant shall mean one-time cash grant not to exceed **\$6,871.50** for improvements (Project) to the property located at 1206 Duncanville Road, Duncanville, TX 75116; and
- (e) Receive a certificate of occupancy for 1206 Duncanville Road, Duncanville, TX 75116 on or before **April 21, 2026**; and
- (f) Pay and be current to the ad valorem and sales during the term of this Agreement and through a period of five (5) years from the effective date; and
- (g) Development and maintain the property in conformity to the local Comprehensive Zoning Ordinance and other local applicable regulation codes; and
- (h) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.
- (i) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and shall repay any grants under the provisions of Section 5.2 of this agreement is terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

5.01. Termination and Default. This Agreement terminates upon any one of the following:

- (a) By the Applicant, through mutual written agreements of both parties; and
- (b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and
- (c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

- (d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final) for a period of five (5) years from the effective date; and
- (e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and
- (f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and
- (g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and
- (h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of the Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Applicant and Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. Recapture Provision. In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funds owed to the DCEDC, plus interest and attorney fees.

5.03. Mutual Assistance. The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. Representations and Warranties. The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. Employee Hiring, Materials, and Supplies Purchased. Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

5.06. Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. Verification and Compliances. The Applicant agrees to allow the DCEDC's lawful representative to conduct an audit on all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

- (a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and
- (b) To determine the existence of a default or breach of the terms of this Agreement; and
- (c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and
- (d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. Indemnification. IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. Attorneys Fees. In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner:	Redbird Skateland Inc Attention: Gil Hudson 1206 Duncanville Road Duncanville, TX 75116	With a copy to: Brandon Shelby Shelby Law, PLLC PO Box 1316 Sherman, Texas 75091
City:	City of Duncanville Attention: Richard Abernathy P.O. Box 380280 Duncanville, Texas 75138-0280	
DCEDC:	Duncanville Community and Economic Development Corporation Attention: Victor Barrera P.O. Box 380280 Duncanville, Texas 75138-0280	

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create

a partnership or joint venture between the parties.

5.19. Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

5.20. Approval by the City of Duncanville, Texas. This Agreement was approved by the City Council at its meeting on October 21, 2025.

REDBIRD SKATELAND INC

By: Gil Hudson
Its: Duly Authorized Representative
Date: _____, 2025

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

By: Patrick Harvey
Its: Board President
Date: _____, 2025

CITY OF DUNCANVILLE

By: Richard Abernathy
Its: Interim City Manager
Date: _____, 2025

REDBIRD SKATELAND INC Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized representative of REDBIRD SKATELAND INC, and that they are authorized by said to execute the foregoing instrument as the act of such REDBIRD SKATELAND INC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

 Notary Public in and for the State of Texas

 Type or Print Notary's Name

My Commission Expires:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN INCENTIVE AGREEMENT BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) WITH REDBIRD SKATELAND INC IN AN AMOUNT NOT TO EXCEED \$6,871.50 FOR A PAVEMENT GRANT AT 1206 DUNCANVILLE ROAD, DUNCANVILLE, TEXAS 75116; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, Redbird Skateland Inc, is seeking a pavement grant for parking lot improvements to the property located at 1206 Duncanville Road, Duncanville, TX 75116; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an incentive grant and incentive agreement for pavement in an amount not to exceed Six Thousand Eight Hundred Seventy One Dollars and Fifty Cents (\$6,871.50); and

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves a resolution approving an incentive agreement by the Duncanville Community and Economic Development Corporation to Redbird Skateland Inc for reimbursement of parking lot improvements in an amount not to exceed Six Thousand Eight Hundred Seventy One Dollars and Fifty Cents (\$6,871.50); and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. This resolution shall take effect immediately upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 21st day of October, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Conduct a public hearing (Case# ZONE-2025-00008) for consideration and action regarding the request of Elizabeth Arcos, applicant, for a Specific Use Permit (SUP) to allow for the operation of Animal Services, No Outside Pens, on real property located at 202 W. Center Street, legally described as Original Town Duncanville, Block 8 & Part Block 7 ACS 3.347 to the City of Duncanville, Dallas County, Texas.

Vision Statement:

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

Pillar:

Promote: Innovative Ideas for Development and Re-development

STAFF RESPONSIBLE:

LaSheyla Jones

BACKGROUND/HISTORY:

The applicant is requesting a Specific Use Permit (SUP) to allow for a Pet Grooming as an accessory and incidental use in the Downtown Duncanville – General Main Street (DD-GMS) district.

POLICY EXPLANATION:

Section 3.03 of the Zoning Ordinance states that the use Animal Services (no outside pens) is an accessory and incidental use that is permitted with review and approval of a SUP. The applicant is proposing a pet (dog) grooming business, transportation services, and daily care (no overnight boarding) for up to five (5) animals.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

Purchase Amount

After Encumber

N/A

N/A

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Staff Report, Project Narrative, 202 W. Center St Buffer Map

STAFF REPORT

To: City Council

From: Dr. LaSheyla Jones, Assistant Director Planning and Zoning

Date: October 2, 2025

RE: Specific Use Permit (SUP) Request| 202 W. Center Street,
Suite 102D

Zone #2025-00008

Applicant: Elizabeth Arcos| Applicant
NEI Development LLC| Owner

REQUEST: The applicant is requesting a Specific Use Permit (SUP) to allow for a Pet Grooming as an accessory and incidental use in the Downtown Duncanville – General Main Street (DD-GMS) district.

LOCATION: 202 W. Center Street, Suite 102D, Duncanville, TX

EXISTING ZONING: Downtown Duncanville – General Main Street (DD-GMS)

PROPOSED ZONING: Downtown Duncanville – General Main Street (DD-GMS) with an SUP for a Pet Grooming business as an accessory and incidental use.

FUTURE LAND USE DESIGNATION: Downtown District

PROJECT SUMMARY:

The applicant is requesting approval of a Specific Use Permit (SUP) for a pet (dog) grooming business in the Downtown Duncanville – General Main Street (DD-GMS) zoning district. Section 3.03 of the Zoning Ordinance states that the use Animal Services (no outside pens) is an accessory and incidental use this permitted with review and approval of a SUP. The applicant is proposing a pet (dog) grooming business, transportation services, and daily care (no overnight boarding) for up to five (5) animals.

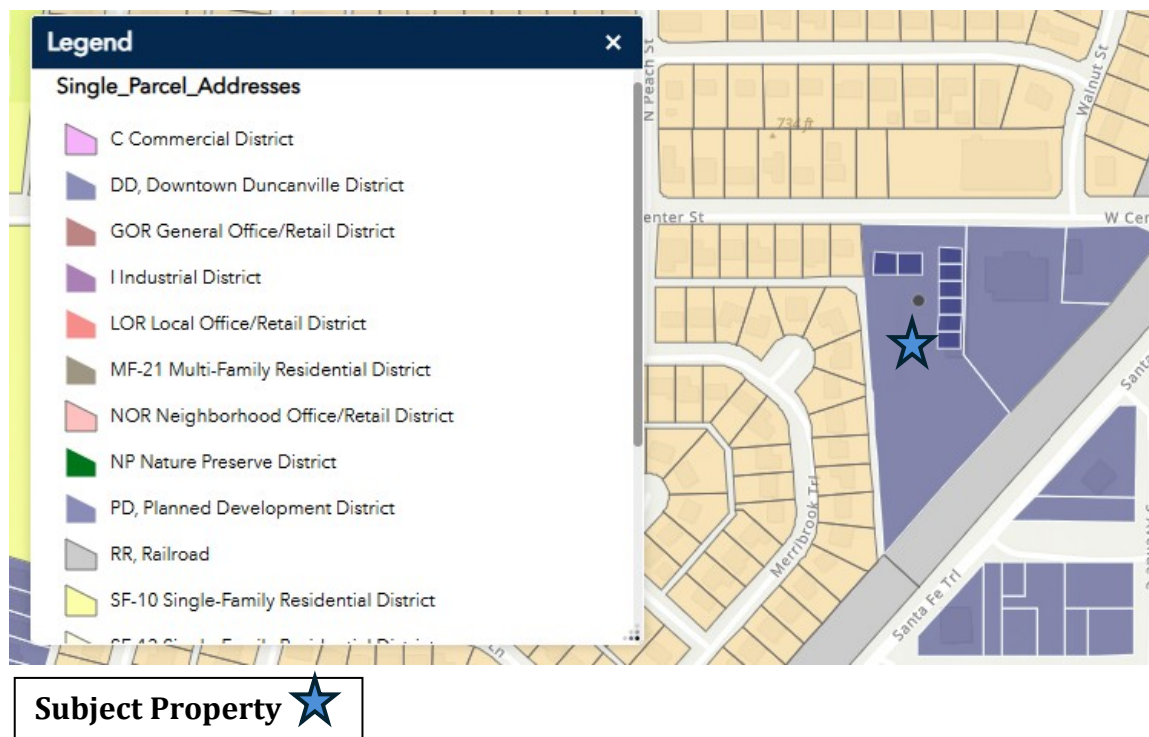


Figure 1. Zoning Map

ZONING DISTRICT DESCRIPTION:

Existing:

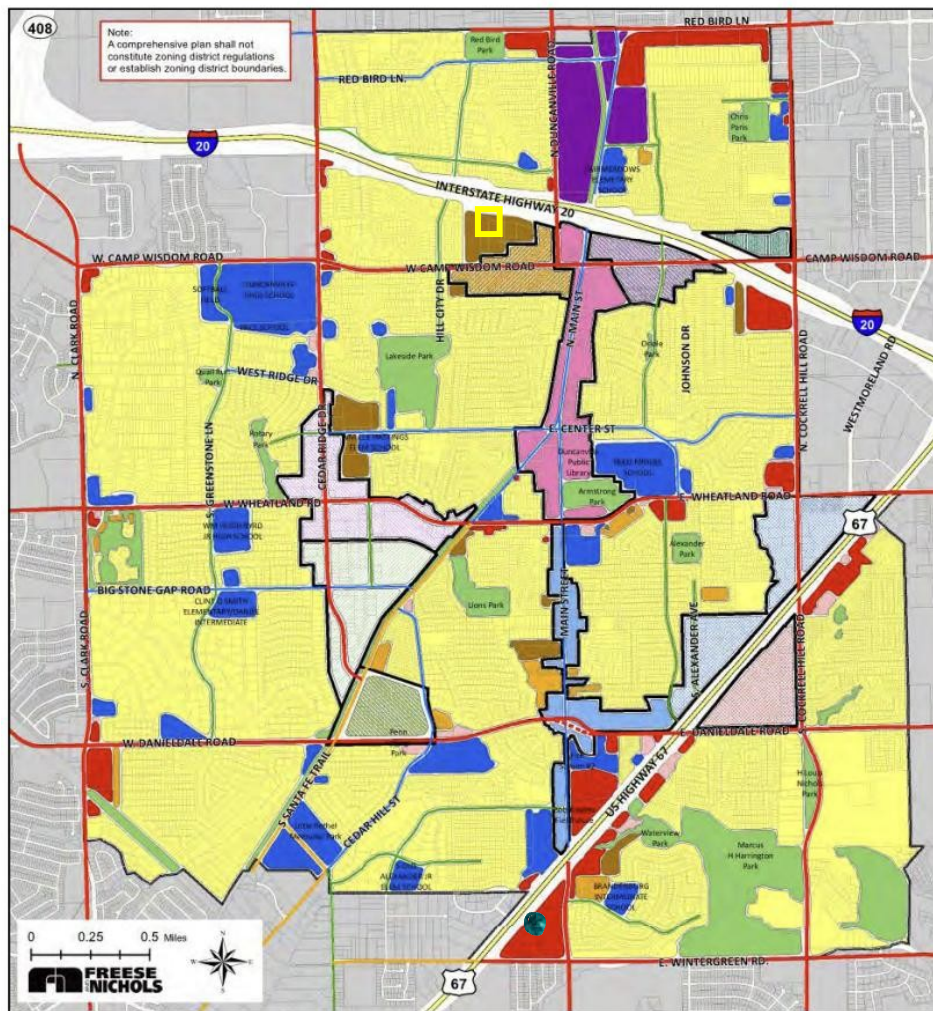
The current zoning district is Downtown Duncanville – General Main Street (DD-GMS) District. The purpose of the Downtown Duncanville (DD) District is to support a pedestrian-oriented, mixed-use urban development environment, with convenient access to rail transit, shopping, employment, housing, and neighborhood retail services. The intent is to revitalize Duncanville’s Main Street to be the center of life in the community.

Therefore, an efficient, compact land use pattern; encouraging pedestrian activity; reducing the reliance on private automobiles; promoting a more functional and attractive community through the use of recognized principles of urban design; and allowing property owners flexibility in land use while prescribing a high level of detail in building design and form are encouraged by the Downtown Duncanville District. This district is designed to implement the vision outlined in the Downtown Duncanville Master Plan, including maximizing development opportunities along Center Street.

FUTURE LAND USE DESCRIPTION:

Downtown District is envisioned as a regional destination and a hub of activity in the City. This would be achieved with vertical mixed use and boutique retail development. This area is also envisioned as being pedestrian-oriented.

Figure 2: Future Land Use Map



Future Land Use

Opportunity Area 1	Low Density Residential	Office
Opportunity Area 2	Medium Density Residential	Retail/Commercial
Opportunity Area 3	High Density Residential	Industrial
Opportunity Area 4	Downtown District	Parks and Open Space
Opportunity Area 5	Main Street District	Public/Semi-Public (ISD)
Opportunity Area 6		Streams
Opportunity Area 7		City Limits
Opportunity Area 8		

Subject Property:

USE DEFINITIONS:

Article VII Section 7.02.F Commercial and Industrial Uses

Animal Services, No Outside Pens. Facility entirely indoors in which dogs, cats, or other domestic animals are accepted for medical treatment, grooming, bathing, boarding, or other treatment for which payment is received.

SURROUNDING ZONING AND DEVELOPMENT:

- **NORTH:** Single Family 7 Residential District (SF-7)
 - West Park Estates subdivision
- **EAST:** Downtown Duncanville District (DD)
- **SOUTH:** Downtown Duncanville District (DD), Railroad
- **WEST:** Single Family 7 Residential District (SF-7)
 - Merribrook Park subdivision

PUBLIC INPUT:

Staff mailed out 32 notices. At the time of preparation of this report staff has not received any response supporting or in opposition to the proposed Specific User Permit (SUP) request.

STAFF REVIEW:

KEY FEATURES OF AN SUP:

- a. The proposed use is consistent and compatible with the adjacent land use and zoning.**

Staff finds the proposed use to be consistent and compatible with adjacent land uses and zoning. The property is zoned Downtown Duncanville (DD), and Animal Services (no outside pens) requires SUP review and approval in this zoning district.

- b. The proposed use is consistent with the architecture and characteristics of the adjacent properties.**

Yes, no exterior adjustments proposed in existing multi-tenant development.

- c. The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.**

Staff finds that the proposed use follows the development standards outlined in the City of Duncanville Zoning Ordinance and does not foresee an adverse impact on adjacent properties. Due to the limited availability of daily care (up to

5 animals) and overnight boarding not provided, there is no concern for adverse impacts.

d. The proposed use is consistent with the goals and objectives of the City.

The City of Duncanville's comprehensive plan describes a vision for Downtown Duncanville as a regional destination and a hub of activity in the City. This would be achieved with vertical mixed use and boutique retail development. The proposed use aligns with this vision of mixed-use and neighborhood-oriented services.

e. The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.

Staff finds that the proposed use meets the minimum standards set forth by the zoning ordinance.

f. The proposed use will not be detrimental to the general health, safety, and welfare of the community.

The proposed use is not anticipated to be detrimental to the general health, safety, and welfare of the community. Animal care and hygiene are held to strict health and safety regulations at the state and federal levels. The provision of additional trash receptacles and doggie pickup bags provided on site should help to alleviate and prevent any animal hygiene issues on the exterior of the building that are beyond the business owner's control.

g. The proposed use would stabilize and improve property values within the City.

Staff cannot prove or disprove that the proposed use would stabilize and improve property values within the City.

h. The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.

Staff cannot speak to how the proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors. However, this type of business supports neighborhood services and local retail sectors.

i. The proposed use would strengthen and help diversify the economy of the City.

Staff cannot speak to how the proposed use would strengthen and help diversify the economy of the City.

Planning and Zoning Commission recommended approval at September 8th Planning and Zoning meeting.

STAFF RECOMMENDATION:

Approve. Staff finds that the proposed Animal Services (no outside pens) is appropriate for this site, however, the applicant must provide a schedule or provision of maintenance for any outdoor bathroom use by clientele. This may include additional trash receptacles and dog waste bags.

Staff along with the applicant understands that review and consideration of this Specific Use Permit (SUP) is the minimum path necessary for the proposed use. The Planning and Zoning Commission recommended approval with the stated conditions at their September 8th meeting.

FIGURES:

Figure 1: Zoning Map

Figure 2: Future Land Use Map

ATTACHMENTS:

Attachment 1: Proposed Operation Plan & Narrative

Attachment 2: Floor Plan

Attachment 3: Map of properties within 200 ft.



"Dog Grooming By Elizabeth R." It is a company dedicated to pet grooming (dogs only).

Locación :

202 W CENTER ST SUITE 102 DUNCANVILLE TX 75116

Services:

- Dog grooming
- Transportation service for your pet
- Daily care

Description:

Dog Grooming:

The service includes: bath, haircut, nail trimming, ear cleaning, teeth brushing

Transportation service for your pet:

In "*Dog Grooming By Elizabeth R.*" We understand that sometimes time isn't enough, so we provide adequate transportation to pick up your pet, bring it to its grooming service, and then return it safely home.

Daily care :

Pet care by day or by the hour, this applies only during business hours, they will not spend the night in the establishment, and no more than 5 dogs will be allowed at the same time, always with security measures for everyone, including customers, staff and the pet.

Service hours

Tuesday to Sunday from 8:00 am to 8:00 pm

Labor structure

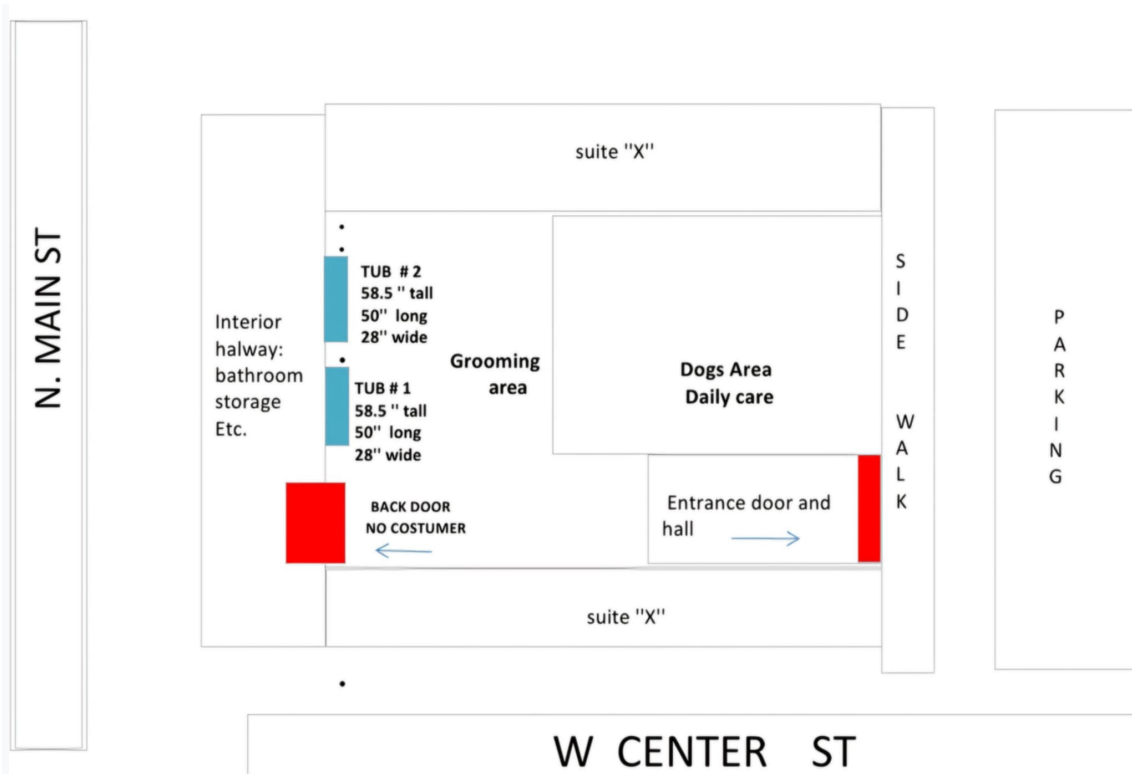
Number of employees: 2

The grooming activity will be carried out by the owner himself but there will be another person in charge exclusively of cleaning both internally and externally (sidewalk and parking). At **"Dog grooming by Elizabeth R"**, we care about keeping the environment clean.

Below I will provide information about the location, within the shopping center, it is shown with a red mark.



I will now provide information on how a 405 sq ft area would be distributed to operate "Dog Grooming By Elizabeth R." It will basically be divided into a reception area, a lounge area, and a grooming area. The installation of two tubs is required. This will be done by licensed plumbers. Below are the measurements.



At “*Dog Grooming By Elizabeth R*” we want to provide a quality service for our clients, where your pet is safe and receives the treatment that they deserve as part of our family, always with strict standards of cleanliness and safety for everyone.



Legend

- Roads
- 202 W. Center St.
- 200 ft. buffer
- Parcels within 200 ft. buffer



STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Conduct a public hearing (Case# ZONE-2025-00010) for consideration and action regarding the request of Brianna Baugh (applicant) and Martha Fermin (owner), for a Zoning Change from Neighborhood Office/Retail (NOR) to Downtown District Urban Living (DD-UL) to allow for construction of a duplex, legally described as Block 1, Part of Lot 15 of Original Town Duncanville, on real property located at 314 N. Hastings Street, City of Duncanville, Dallas County, Texas.

Vision Statement:

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

Pillar:

Re-Imagine: High Quality of Life

STAFF RESPONSIBLE:

LaSheyla Jones

BACKGROUND/HISTORY:

The applicant is requesting to rezone the subject property from Neighborhood Office/Retail (NOR) to Downtown District (DD) Urban Living (UL) zoning district to construct two (2) duplexes.

POLICY EXPLANATION:

The applicant is requesting approval of a zoning change of the subject property from (NOR) Neighborhood Office/Retail to (DD-UL) Downtown District Urban Living. The purpose of this request is to demolish the existing building on site and redevelop the lot with two (2) Duplexes, also referred to as a Two-Family Dwelling.

Existing:

The NOR Neighborhood Office/Retail District was established to create a flexible district for low-intensity office and professional uses, and also to serve as a limited retail category intended for the use of nearby neighborhood areas for the purpose of supplying day-to-day needs and personal services. Establishments should include

small, freestanding structures, and neighborhood-oriented private service establishments. Permitted uses should be compatible with adjacent residential areas. This district can be used as a transition district between residential uses and more intense uses.

Proposed:

The DD, Downtown Duncanville District is established to support a pedestrian-oriented, mixed-use urban development environment, with convenient access to rail transit, shopping, employment, housing, and neighborhood retail services. The intent is to revitalize Duncanville's Main Street to be the center of life in the community. Therefore, an efficient, compact land use pattern; encouraging pedestrian activity; reducing the reliance on private automobiles; promoting a more functional and attractive community through the use of recognized principles of urban design; and allowing property owners flexibility in land use, while prescribing a high level of detail in building design and form are encouraged by the Downtown Duncanville District. This district is intended to implement the vision laid out in the Downtown Duncanville Master Plan including maximizing development opportunities in the vicinity of the future rail transit stop at Center Street. Specifically, the zoning district will guide the private development decisions on a market based approach with flexibility in use and density

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Staff Report, 314 N. Hastings St Buffer Map, Proposed Duplex Plan, Public Notice Response, Public Notice Response 2

STAFF REPORT

To: City Council
From: Dr. LaSheyla Jones, Assistant Director Planning and Zoning
Date: October 2, 2025
RE: Rezone Request | 314 N. Hastings
ZONE #2025-000010

REQUEST: The applicant is requesting to rezone the subject property from Neighborhood Office/Retail (NOR) to Downtown District (DD) Urban Living (UL) zoning district to construct two (2) duplexes.

LOCATION: 314 N. Hastings Street, Duncanville, TX

EXISTING ZONING: NOR (Neighborhood Office/Retail)

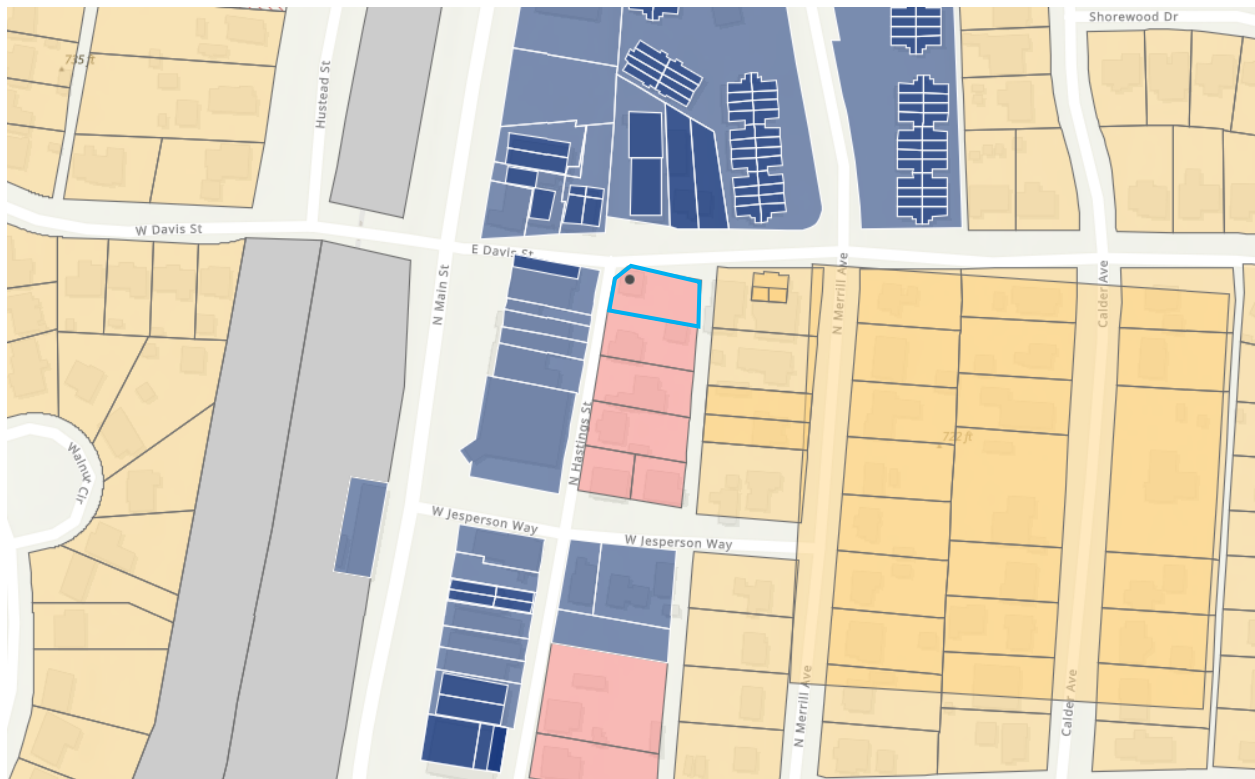
PROPOSED ZONING: DD-UL (Downtown Duncanville District- Urban Living)

**FUTURE LAND
USE DESIGNATION:** Downtown District

PROJECT SUMMARY:

The applicant is requesting approval of a zoning change of the subject property from (NOR) Neighborhood Office/Retail to (DD-UL) Downtown District Urban Living. The purpose of this request is to demolish the existing building on site and redevelop the lot with two (2) Duplexes, also referred to as a Two-Family Dwelling.

Figure 1. Zoning Map



Subject Property:



ZONING DISTRICT DESCRIPTION:

Existing:

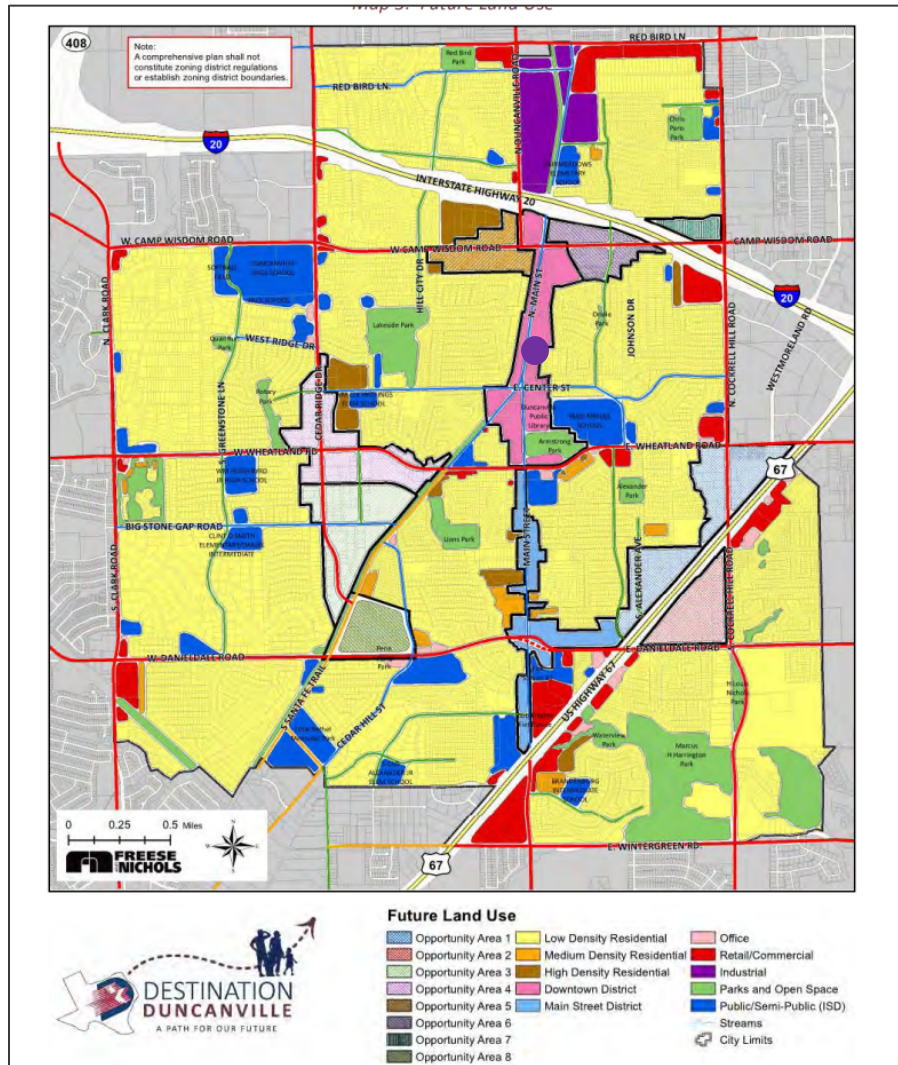
The NOR Neighborhood Office/Retail District is established to create a flexible district for low intensity office and professional uses, and also to serve as a limited retail category intended for the use of nearby neighborhood areas for the purpose of supplying day-to-day needs and personal services. Establishments should include small, freestanding structures, and neighborhood oriented personal service establishments. Permitted uses should be compatible with adjacent residential

areas. This district can be used as a transition district between residential uses and more intense uses.

Proposed:

The DD, Downtown Duncanville District is established to support a pedestrian-oriented, mixed-use urban development environment, with convenient access to rail transit, shopping, employment, housing, and neighborhood retail services. The intent is to revitalize Duncanville's Main Street to be the center of life in the community. Therefore, an efficient, compact land use pattern; encouraging pedestrian activity; reducing the reliance on private automobiles; promoting a more functional and attractive community through the use of recognized principles of urban design; and allowing property owners flexibility in land use, while prescribing a high level of detail in building design and form are encouraged by the Downtown Duncanville District. This district is intended to implement the vision laid out in the Downtown Duncanville Master Plan including maximizing development opportunities in the vicinity of the future rail transit stop at Center Street. Specifically, the zoning district will guide the private development decisions on a market based approach with flexibility in use and density

Figure 2: Future Land Use Map



Subject Property:



FUTURE LAND USE DESCRIPTION:

The Downtown District is envisioned as a regional destination and a hub of activity in the City. This would be achieved with vertical mixed use and boutique retail development. This area is also envisioned as being pedestrian-oriented.

Achieving the vision for the Downtown District will require some or all of the following actions:

- Facilitate the transition of nonconforming properties and land uses;
- Identify nonconforming properties and work with property owners to relocate or bring the property into compliance;
- Continue to pursue public improvements as identified in the Downtown Plan;

- Develop a unique theme and feel for the district;
- Transition smoothly to and from adjacent Opportunity Areas; and
- Make walkability and connectivity (both to and through the district) a top priority; and
- Identify key parcels for development and specific companies to recruit for those spaces.

SURROUNDING ZONING AND DEVELOPMENT:

- **NORTH:** Downtown Duncanville District (DD)
- **EAST:** Single Family 7 Residential District (SF-7)
 - Merrill Meadows Subdivision
- **SOUTH:** Neighborhood Office/Retail District (NOR)
 - Original Town Duncanville Subdivision
- **WEST:** Downtown Duncanville District (DD)
 - Restaurant, Don Pedros Pupuseria Y Taqueria

PUBLIC INPUT:

Staff mailed out 20 notices. At the time of preparation of the staff report, two (2) response have been received in opposition of the proposed rezone.

STAFF RECOMMENDATION:

Approve. Staff finds the proposal satisfactory and recommends approval of the rezoning from Neighborhood Office/Retail (NOR) to Downtown Duncanville District (DD). The Planning and Zoning Commission recommended approval during their August 11th meeting.

FIGURES:

Figure 1: Zoning Map

Figure 2: Future Land Use Map

ATTACHMENTS:

Attachment A: Map of properties within 200 ft.

Attachment B: Proposed Duplex Plans



STAR DR

HUSTEAD ST

W DAVIS ST

E DAVIS ST

N MERRILL AVE

WES JESPERSEN WAY

CALDER AVE

N MAIN ST

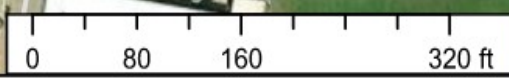
N HASTINGS ST

E CHERRY ST

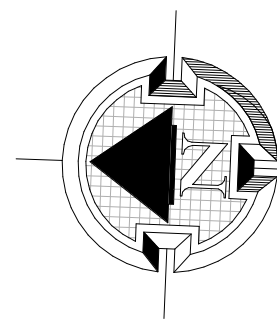
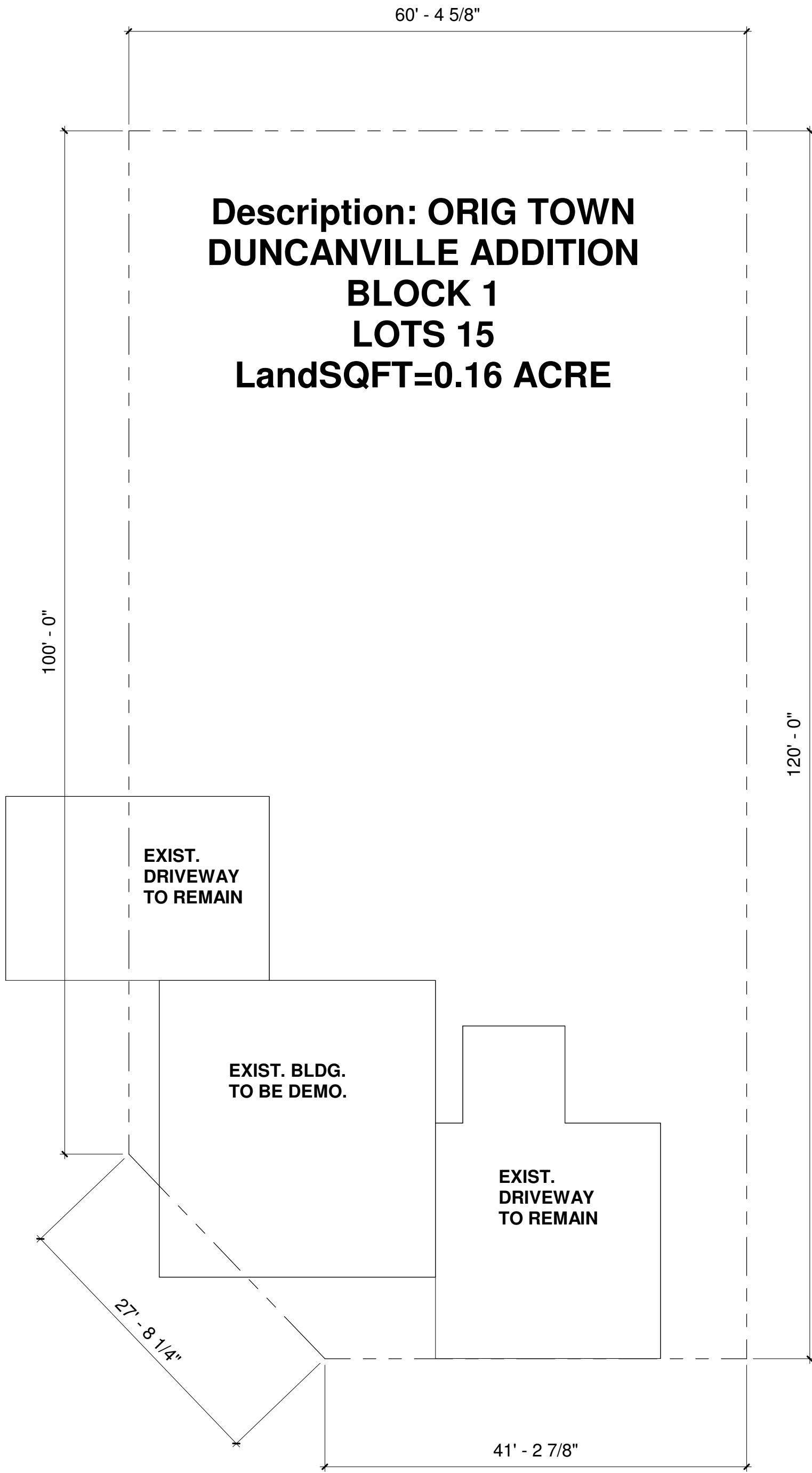
N SANTA FE TRL

Legend

- Roads
- 314 N. Hastings St.
- 200 ft. buffer
- Parcels within 200 ft. buffer



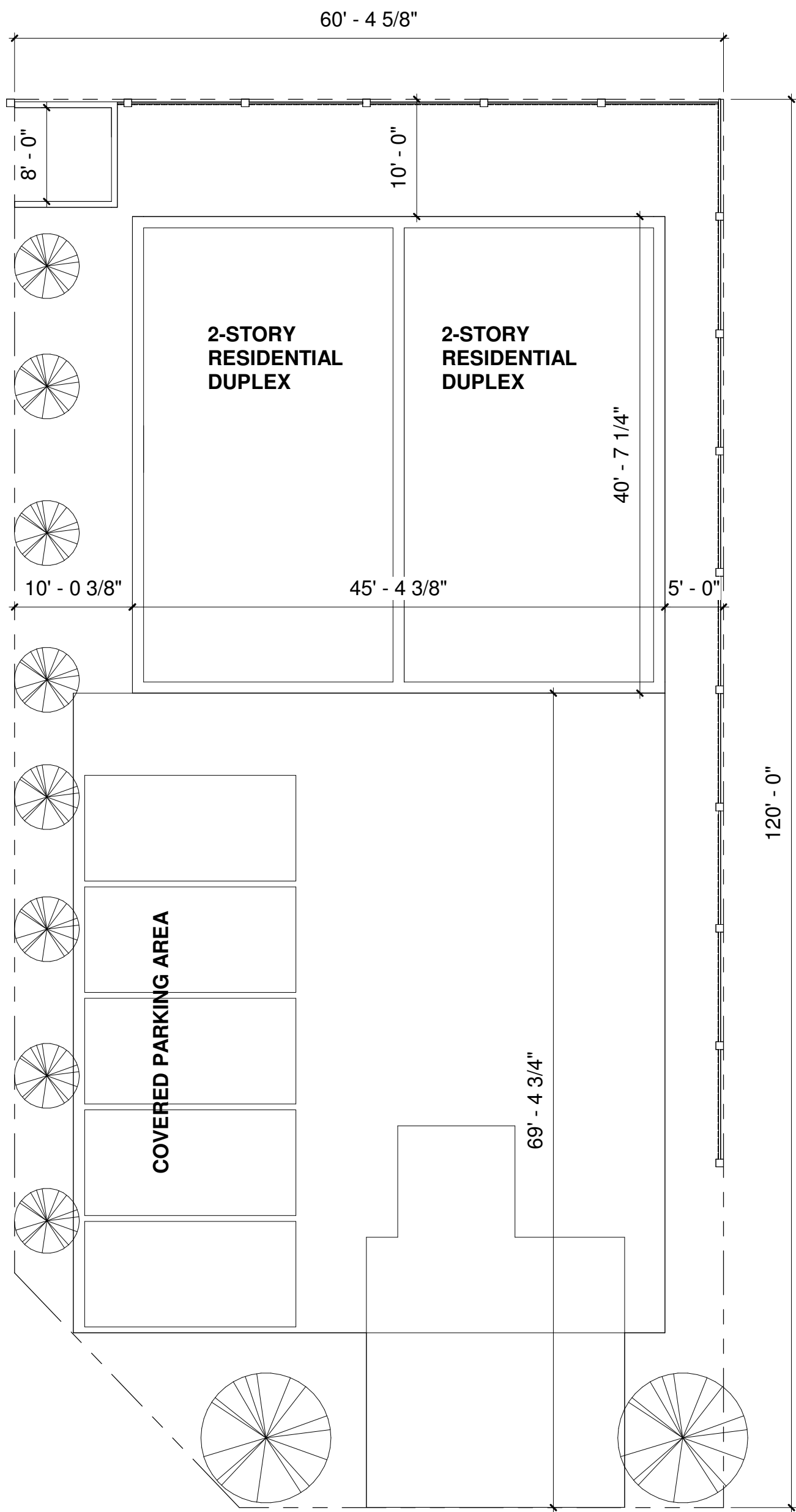
314 N HASTINGS ST.



2 EXISTING SITE PLAN
1" = 10'-0"

NORTH

EAST



WEST

SOUTH

1 SITE PLAN
1" = 10'-0"

314 N HASTINGS ST
Parcel ID: 22000500010150000
Account Number: 22000500010150000
Neighborhood: N/A
Site Address: 314 N HASTINGS ST
Map Grid: 62-Y (DALLAS)
Account Type: Commercial
Legal Description 1: ORIG TOWN DUNCANVILLE
Legal Description 2: BLK 1 PT LOT 15
Doing Business As: N/A
Owner Name: FERMIN MARTHA &
Owner Address: 8311 PAXSON TRL
Owner City: DALLAS
Owner State: TX
Owner Zip: 75249
Owner Zip +4: 2802
Proposed Values: -----
Revaluation Year: 2025
Previous Revaluation Year: 2023

PROPOSED: MULTI-UNIT,
residential within the same
building, meeting the
percentage requirements
defined in Section (d)(7) a.

- RESIDENTIAL
-DUPLEX

Table 2.03.5. TF-7 Other Applicable Standards
Article 3. Land Uses
Section 3.03. Permitted Use Chart
Section 3.04. Additional Use Regulations
Article 4. Development Standards
Section 4.01. Additional Regulations in the Code of Ordinances
Section 4.02. Modified Dimensional Standards
Section 4.03. Design Standards
Section 4.04. Off-Street Parking and Loading Requirements
Section 4.05. Lighting Requirements
Section 4.06. Accessory Building Requirements
Section 4.07. Screening and Buffering Requirements
Section 4.08. Landscape Requirements



EXAMPLE 1

DRAWN BY:		JAG
DATE:		05.20.25
REVISIONS:		
No.	Description	Date

J.A. GIRON DESIGN + BUILD reserves its copyright and other property rights in these plans and drawings. These plans and related drawings are not to be copied in any form or manner. These plans are intended to provide the basic construction information necessary to substantially complete this structure. This means these plans must be verified and checked completely by the person in authority for the job. Any discrepancy, error, and/or omission, if found, is to be brought immediately to the attention of the builder before any construction, work or purchases are made. NOTE: All local codes, ordinances and requirements take precedence over any part of these drawings which may conflict with these agency's, rules and/or regulations and be adhered to before and during all construction.

314 NORTH HASTINGS STREET
DUNCANVILLE TEXAS 76164

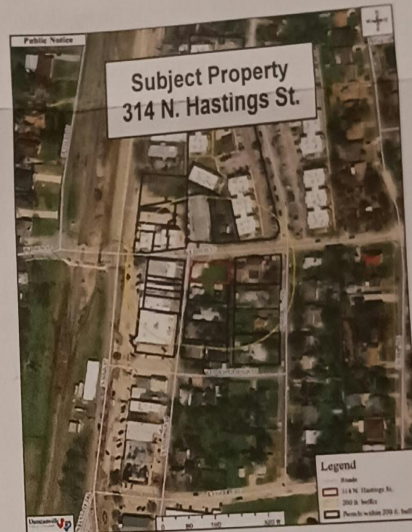
September 30, 2025

Case Number: **ZONE-2025-00010|314 N. Hastings Street**

Dear Property Owner:

A **public hearing** will be held before the **City Council** on **Tuesday, October 21, at 7:00 p.m.** in the Council Chambers, City Hall, 203 E. Wheatland Road, Dallas, Texas, to hear a request by Brianna Baugh (applicant) and Martha Fermin (owner) for a Zoning Change from Neighborhood Office/Retail (NOR) to Downtown District Urban Living (DD-UL) to allow for construction of a duplex, legally described as Block 1, Part of Lot 15 of Original Town Duncanville, on real property located at 314 N. Hastings Street, City of Duncanville, Dallas County, Texas

You are receiving this notice because your property is located within the required 200-foot notification area. As an interested citizen, you may submit written comments in person at City Hall to either the City Secretary or the Assistant Director of Planning and Zoning. You can also send your comments by mail to Planning and Zoning at P.O. Box 380280, Duncanville, Texas 75138-0280, or by email to desiree.powell@duncanvilletx.gov. Public comments must be received by mail or email no later than noon on the Friday preceding the public hearing to be included in the meeting record. You are encouraged to participate in the public hearing and offer comments.



Please contact me directly at (972) 707-3878 with any questions regarding this request.

Sincerely,

Desiree Powell

Desiree Powell, CNU-A
City Planner
Please check one:

- ☒ In favor of granting the request.
☐ Not in favor of granting the request.

My reasons are as follows:

1. No Duplex because they will use for Airbnb too many strange people will come and go.

2. A Duplex there would cause more traffic.

3. It is a tiny alley street that always already gets blocked by people who park on the side. There is no room to go by and we have to back all the way and go around the block.

Name: Maria Mendoza Address: 363 N. Merrill Ave.
Signature: [Signature] Date: 10-3-25



September 30, 2025

Case Number: **ZONE-2025-00010|314 N. Hastings Street**

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Please contact me directly at (972) 707-3878 with any questions regarding this request.

Sincerely,

Desiree' Powell

Desiree' Powell, CNU-A
City Planner

Please check one:

☒ **In favor** of granting the request.
☐ **Not in favor** of granting the request.

My reasons are as follows:

1. Parking Exceed into my lot

2. Strangers knock on my door asking to park near my car

3. Blocked into my lot due to heavy traffic

Name: <u>LaShundra Burns</u>	Address: <u>310 N. Hastings St. Duncanville, Tx 75116</u>
Signature: <u>LaShundra Burns</u>	Date: <u>10/3/25</u>





STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Conduct a public hearing (Case# ZONE-2025-00015) for consideration and action regarding the request of Alma M. Cartwright, the applicant and owner. The applicant and owner are requesting approval of a rezone from Planned Development (PD) to Duplex Residential District (TF-7). The subject property, located on a 1.68 acre tract of land situated in the A.M.G. Merrill Survey, Abstract No. 884, being part of a tract of land conveyed to the City of Duncanville, more commonly known as 400 E. Center, City of Duncanville, Dallas County, Texas.

Vision Statement:

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

Pillar:

Develop: Infrastructure Improvement Strategy

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

STAFF RESPONSIBLE:

LaSheyla Jones

BACKGROUND/HISTORY:

The applicant is requesting approval of a zoning change of the subject property from Planned Development (PD) to Duplex Residential District (TF-7). The purpose of this request is to convert the existing office/commercial building into a duplex consisting of two residential units.

POLICY EXPLANATION:

In 2002 Ordinance No. 1786 Appropriated Zoning for the property to Neighborhood/Office (NO), with the surrounding properties as residential (R-1.4). This falls under the city's previous zoning ordinances. When the city updated their zoning code and map, Ordinance No. 1867, the property was transitioned to the city's current

Neighborhood Office/Retail district classification.

In 2007, the property was transferred/sold to Greater House of Refuge, and the property became tax exempt as the use of the property changed from an office duplex to a church. The applicant acquired the property in 2024 and is looking to convert the existing facility to a residential duplex.

In 2022, the City Council approved Ordinance No. 2425 which sought to divide the existing property into four (4) retail/office suites to support small business and retail options for the citizens of Duncanville. Staff cannot confirm whether improvements were made internally to the building to accommodate the future office/retail tenants as the prior property owner had maintained ownership until late 2024.

In review of the application and previous zoning history of the property staff can only ascertain that the property has maintained some form of a neighborhood office/retail use since at least 2002.

Spot zoning had previously been raised as a potential concern for this project. However, it is important to note that the existing Planned Development (PD) district effectively created a form of spot zoning by permitting neighborhood office and retail uses in the center of an otherwise single-family residential area.

This project presents an opportunity to **correct that inconsistency** by transitioning the current non-residential use back to a residential form more compatible with the surrounding neighborhood. The proposed duplex would support the single-family character of the area while allowing for modest density, consistent with both the intent of the TF-7 zoning district and the goals of the Comprehensive Plan. This revitalization effort restores residential continuity to the block and represents a thoughtful reintegration of the site into its single-family context.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Staff Report, 400 E. Center St Buffer Map, Ordinance No 2425 - PD, Concept Site Plan & Architectural Drawing

STAFF REPORT

To: City Council
From: Dr. LaSheyla Jones, Assistant Director Planning & Zoning
Date: October 2, 2025
RE: Rezone Request|400 E. Center Street
ZONE #2025-00015
Applicant: Alma M. Cartwright| Applicant and Owner
James Cartwright| Representative

REQUEST: The applicant is requesting to rezone the subject property from Planned Development (PD) to Duplex Residential District (TF-7).

LOCATION: 400 E. Center Street, Duncanville, Texas

EXISTING ZONING: Neighborhood Office/Retail (NOR) with a Planned Development (PD)

PROPOSED ZONING: Duplex Residential District (TF-7)

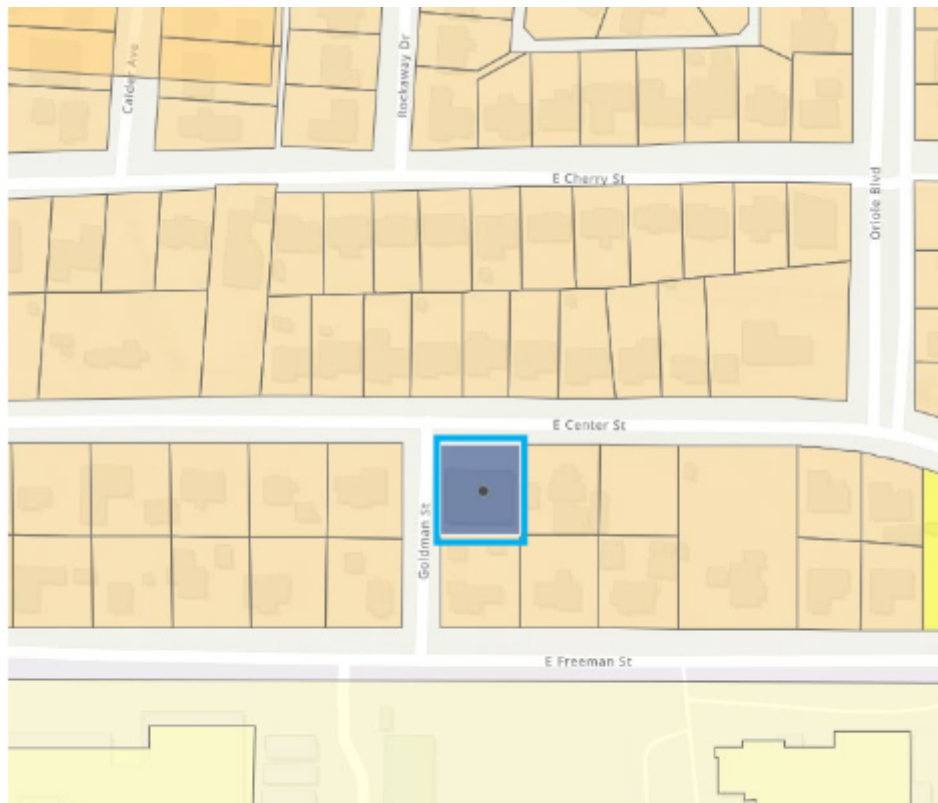
FUTURE LAND

USE DESIGNATION: Low Density Residential District

PROJECT SUMMARY:

The applicant is requesting approval of a zoning change of the subject property from Planned Development (PD) to Duplex Residential District (TF-7). The purpose of this request is to convert the existing office/commercial building into a duplex consisting of two residential units.

Figure 1. Zoning Map



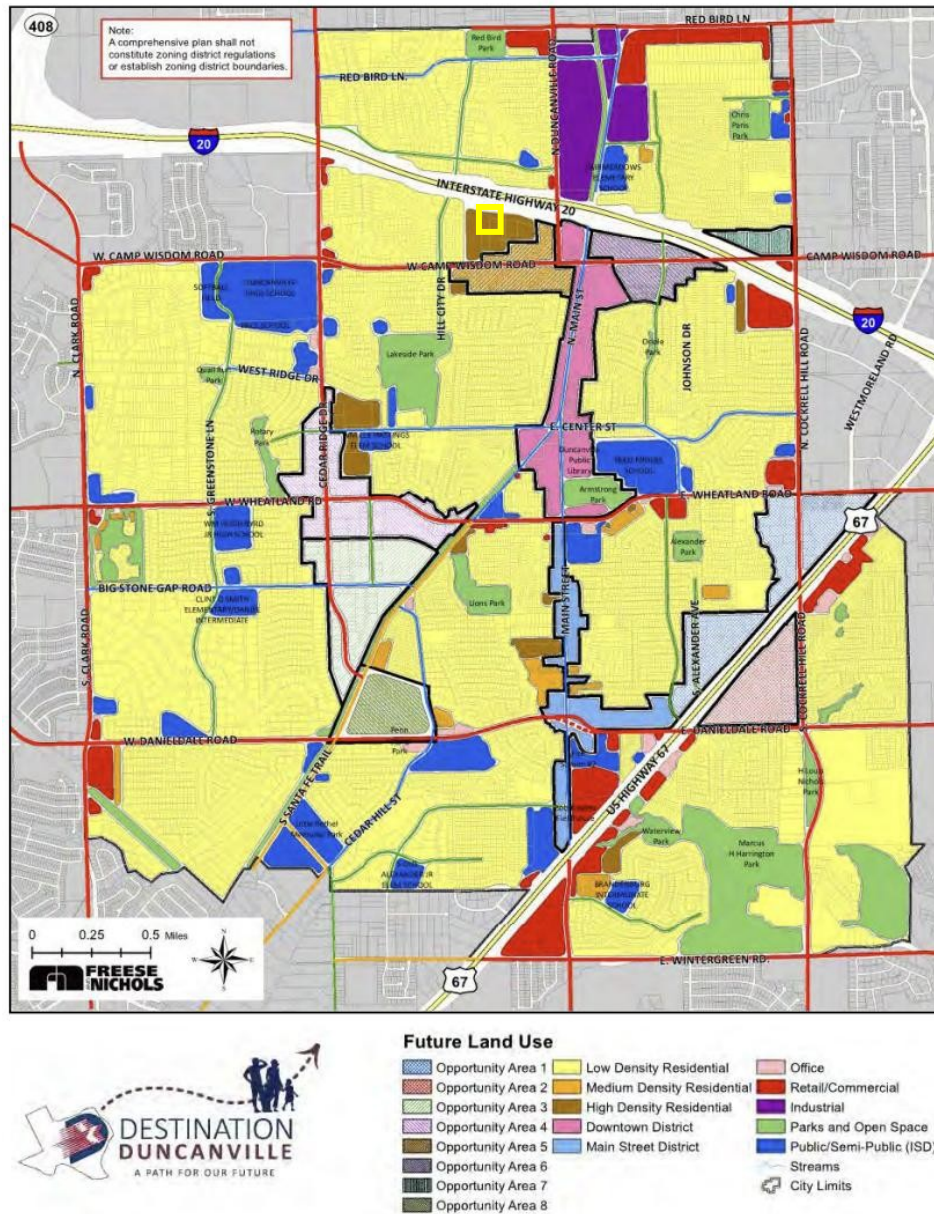
Subject Property: 

ZONING DISTRICT DESCRIPTION:

Existing:

In 2022, Ordinance No 2425 was approved to amend the properties existing zoning of Neighborhood Office/Retail to include a Planned Development (PD) for the purposes of dividing the existing structure into four (4) tenant spaces, comprised of two (2) office and two (2) retail uses. An additional PD amendment was approved in 2022 to adjust the parking plan for the proposed development permitting parallel parking along E Center Street and angle parking along Goldman Street.

Figure 2: Future Land Use Map



Subject Property:

FUTURE LAND USE DESCRIPTION:

Low Density Residential represents a traditional single-family detached neighborhood and includes housing and living units for people with a range of incomes and needs. Low density residential areas generally range between three and five dwelling units per acre. The following are policies to guide low density areas.

- They should be protected from, but accessible to, the major roadways network, commercial establishments, and industrial areas.
- Subdivisions should be accessible to collector and arterial streets, but should directly access only local streets, creating a balanced land-use pattern across the city.
- They should not be directly accessible to major arterials and freeways without adequate buffering and access management.

SURROUNDING ZONING AND DEVELOPMENT:

- **NORTH:** Single Family 7 Residential District (SF-7)
 - Fairmeadows 11 Subdivision, single family homes
- **EAST:** Single Family 7 Residential District (SF-7)
 - A.M.G. Merrill Abstract, single family homes
- **SOUTH:** Single Family 7 Residential District (SF-7)
 - A.M.G. Merrill Abstract, single family homes
- **WEST:** Single Family 7 Residential District (SF-7)
 - E.R. Powers Subdivision, single family homes

PUBLIC INPUT:

Staff mailed out 23 notices. At the time of preparation of this report, staff has not received any response supporting or in opposition to the proposed rezoning request.

STAFF REVIEW:

In 2002 Ordinance No. 1786 Appropriated Zoning for the property to Neighborhood/Office (NO), with the surrounding properties as residential (R-1.4). This falls under the city's previous zoning ordinances. When the city updated their zoning code and map, Ordinance No. 1867, the property was transitioned to the city's current Neighborhood Office/Retail district classification.

In 2007, the property was transferred/sold to Greater House of Refuge, and the property became tax exempt as the use of the property changed from an office duplex to a church.

The applicant acquired the property in 2024 and is looking to convert the existing facility to a residential duplex.

In 2022, the City Council approved Ordinance No. 2425 which sought to divide the existing property into four (4) retail/office suites to support small business and retail options for the citizens of Duncanville. Staff cannot confirm whether improvements were made internally to the building to accommodate the future office/retail tenants as the prior property owner had maintained ownership until late 2024.

In review of the application and previous zoning history of the property staff can only ascertain that the property has maintained some form of a neighborhood office/retail use since at least 2002.

In discussions with the applicant, they have provided information that there may be some existing duplexes within the surrounding neighborhoods. Through staff research, the city's previous zoning ordinances did not permit duplexes in single family residential districts, whereas the prior city zoning ordinances had multiple districts that permitted duplex development.

Duplex housing presents an opportunity to maintain the appearance and character of single-family homes while also supporting greater residential density, a concept that aligns with the City's ongoing revitalization efforts. The TF-7 (Two-Family Residential) Duplex District, as outlined in the current zoning ordinance, is specifically designed to promote high-quality duplex and townhome residential development. The district encourages individual ownership of duplex units and supports both neighborhoods made up entirely of duplexes and those in transitional areas between lower-density residential zones and more intense residential, commercial, or arterial areas, as long as such placement is consistent with the City's Comprehensive Plan.

As the City moves toward adopting a newly introduced Comprehensive Plan, it is important to note that land availability is limited. In order to implement the plan effectively, innovative approaches will be necessary, including revitalization of existing structures to meet housing needs. Utilizing the TF-7 district allows for an incremental and context-sensitive introduction of higher-density housing, while still maintaining the welcoming, residential character that the community values.

SPOT ZONING CONSIDERATION:

Spot zoning had previously been raised as a potential concern for this project. However, it is important to note that the existing Planned Development (PD) district effectively created a form of spot zoning by permitting neighborhood office and retail uses in the center of an otherwise single-family residential area.

This project presents an opportunity to **correct that inconsistency** by transitioning the current non-residential use back to a residential form more compatible with the surrounding neighborhood. The proposed duplex would support the single-family character of the area while allowing for modest density, consistent with both the intent of the TF-7 zoning district and the goals of the Comprehensive Plan. This revitalization effort restores residential continuity to the block and represents a thoughtful reintegration of the site into its single-family context.

The Planning and Zoning Commission recommended approval during their September 8th meeting.

STAFF RECOMMENDATION:

Approve. Staff recommends approval of the rezoning from Planned Development (PD) to TF-7 Two-Family Residential District. The proposed change aligns with the goals of the City's Comprehensive Plan by promoting neighborhood revitalization, encouraging diverse housing options, and making efficient use of limited land. Rezoning the property to TF-7 helps correct a previous instance of spot zoning by transitioning the site from an isolated non-residential use back to a residential use that better fits the surrounding single-family neighborhood. The duplex form allowed under TF-7 maintains the residential character while introducing a modest increase in density, supporting long-term neighborhood stability and housing flexibility.

FIGURES:

Figure 1: Zoning Map

Figure 2: Future Land Use

MAP ATTACHMENTS:

Attachment 1: Proposed Concept Plan

Attachment 2: Ordinance No. 2425

Attachment 3: Map of properties located within 200 feet

Public Notice



Legend

- Roads
- 400 E. Center St.
- 200 ft. buffer
- Parcels within 200 ft. buffer

ORDINANCE NO. 2425

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING NEIGHBORHOOD OFFICE/RETAIL "NOR" DISTRICT ZONING TO INCLUDE A PLANNED DEVELOPMENT "PD" ON AMG MERRILL, ABSTRACT 884, PAGE 106, TR 15, MORE COMMONLY KNOWN AS 400 E CENTER STREET, DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE DEVELOPMENT PLAN WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B"; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended the Neighborhood Office/Retail "NOR" District zoning to include a Planned Development "PD" on AMG Merrill, Abstract 884, Page 106, Tr 15, more commonly known as 400 E Center Street, Duncanville, Dallas County, Texas, to allow for use of the current structure for uses as neighborhood Office Retail as set forth herein and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used, developed and maintained only in the manner and for the purposes provided herein by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with the site plan as set forth in Exhibit B, as development regulations and as amended herein, subject to the following additional development regulations:

- A. The property shall be dedicated for fifty percent (50%) or greater for neighborhood office uses and the remainder for neighborhood retail uses as

defined in the Comprehensive Zoning Ordinance and, shall be developed according to the development standards described in Exhibit B, attached hereto.

- B. The property shall further be used, developed and maintained with Concept Plan and Elevation Plan described in Exhibit "C"; which are incorporated herein and shall be constructed in accordance with development standards.
- C. Approval of a Detail Site in conformity with the Development Regulations provided herein may be administratively approved by the Planning Director or designee.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this planned development.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

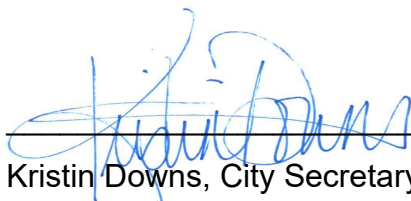
DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 1st day of February, 2022.

APPROVED:



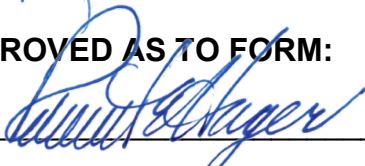
Barry L. Gordon, Mayor

ATTEST:



Kristin Downs, City Secretary

APPROVED AS TO FORM:



Robert E. Hager, City Attorney

Exhibit A

Approximately 0.26 acres out of the AMG Merrill, Abstract 884, Page 106, Tr 15, more commonly known as 400 E Center Street, City of Duncanville, Dallas County, Texas.

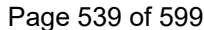
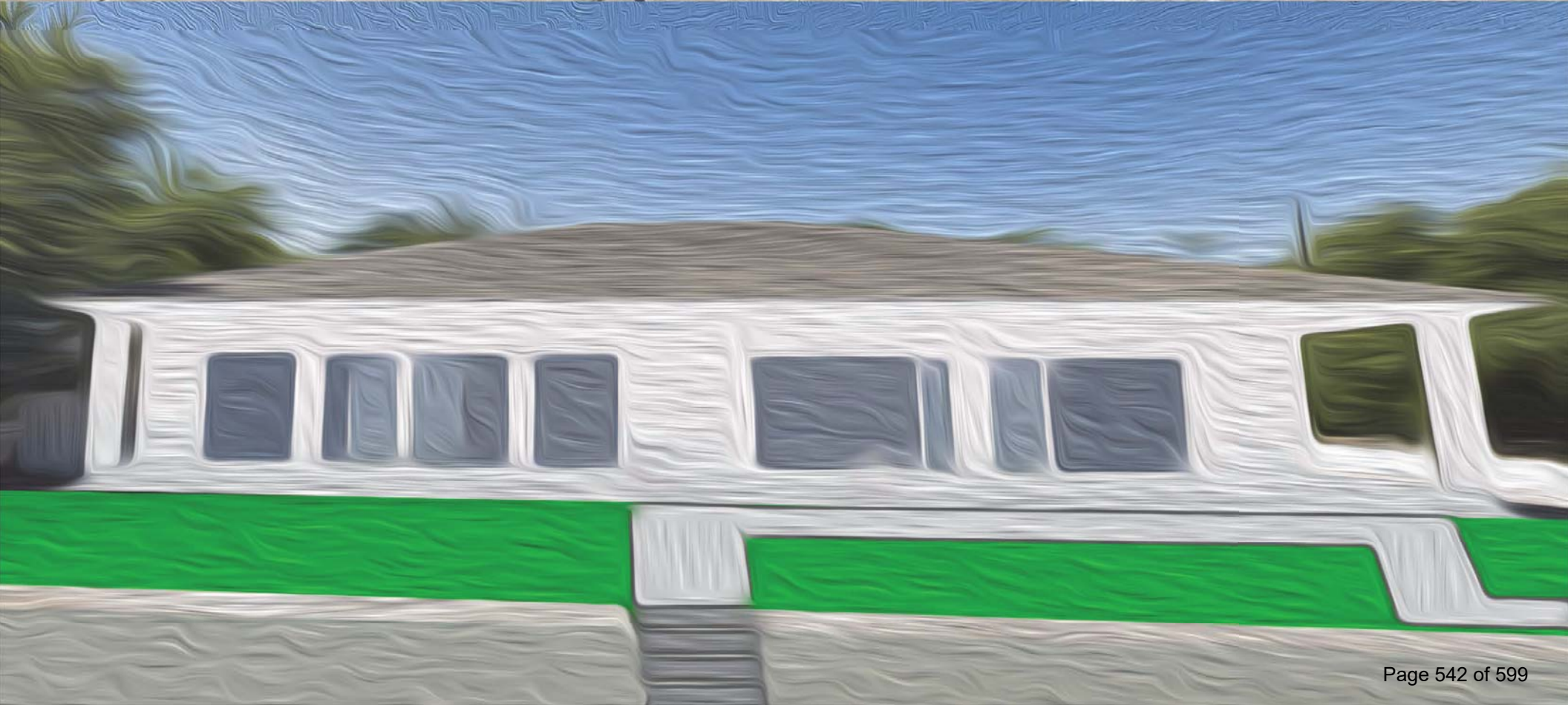
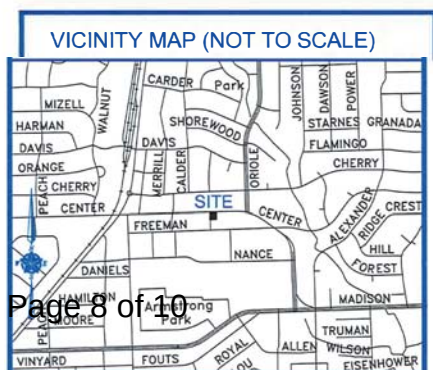
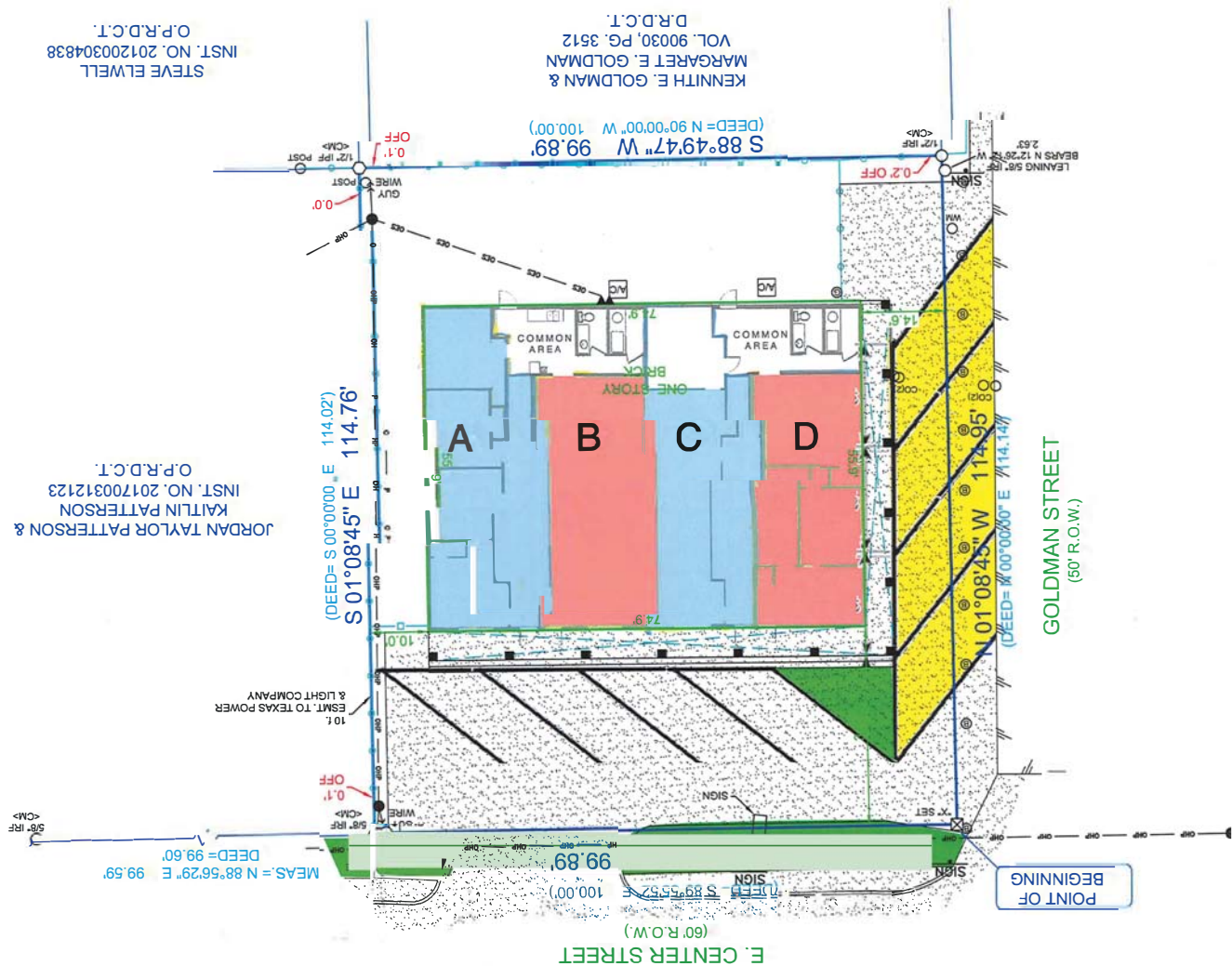


Exhibit B







A & C Office Uses
B & D Retail Uses

Development Standards for Redevelopment at 400 E Center Street

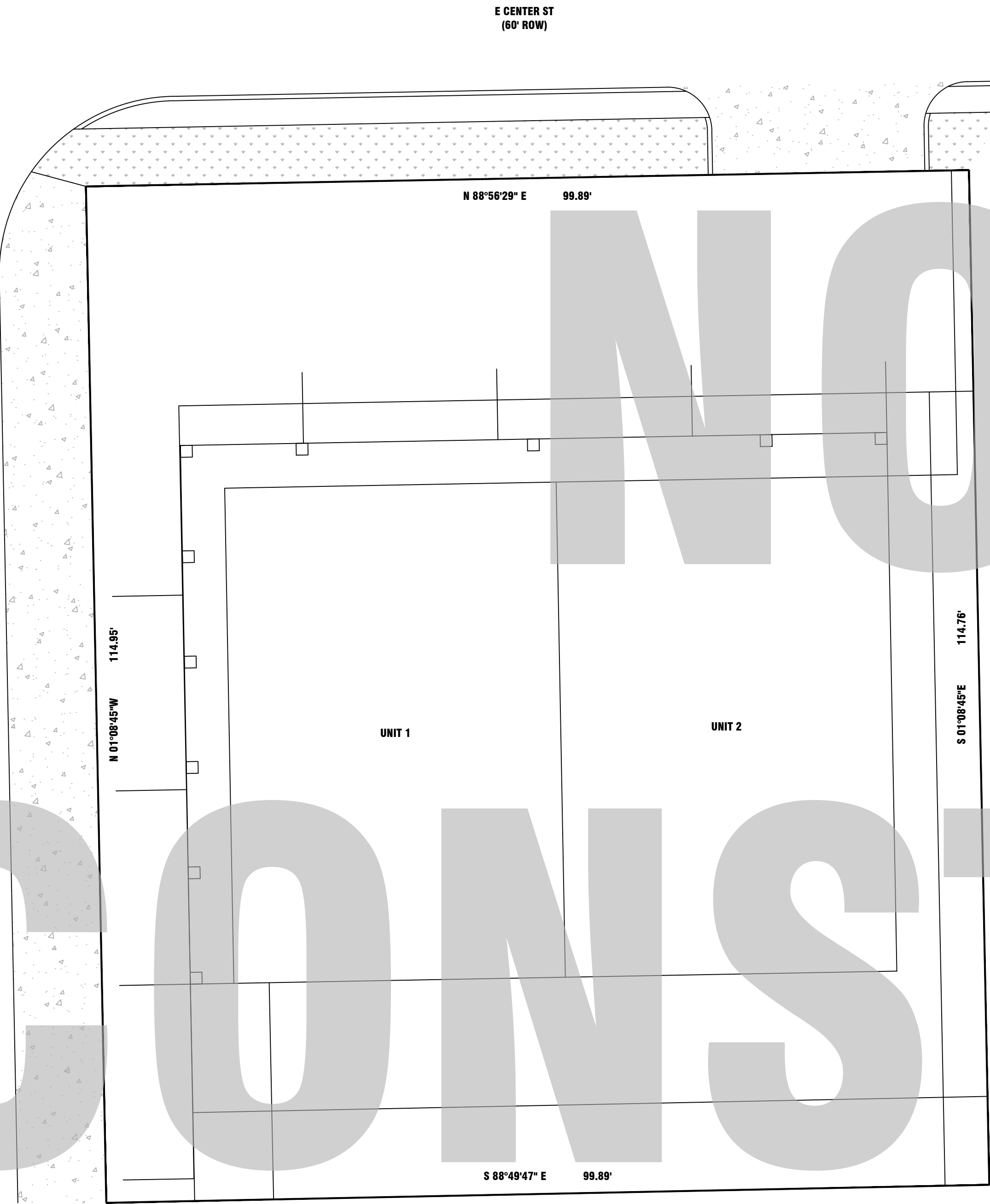
Planned Development/Neighborhood Office/Retail

- a) Purpose. The purpose of this Planned Development is to allow for the development of a neighborhood retail and office space which will support entrepreneurship in Duncanville, offer a greater diversity of small retail options, and provide opportunities for the citizens of Duncanville. This Planned Development is intended to permit context-appropriate commercial uses which will support the vibrancy of the City at different times of the day and evening. The intent is to encourage a quality development, which will also be compatible with adjacent residential areas.
- b) Development Plan. The Development Plan attached hereto as Exhibit "B" is conceptual in design and is intended as an illustrative reference to the conditions associated with this Planned Development.
- c) Base Zoning District & Site Development Standards. The property shall be used and developed in accordance with the Neighborhood Office/Retail District ("NOR") regulations and other related site development standards of the Zoning Ordinance, with exception of the following:
 - 1. Parking Area.
 - (a) Minimum Number of Parking Spaces. A minimum number of eight (8) parking spaces shall be required.
 - (b) Right-of-Way. A Right-of-Way License Agreement shall be presented to City Council for consideration and approval.

2. Permitted Uses. In addition to those uses permitted by right under Neighborhood Office/Retail zoning, the following additional uses are permitted as follows:

- (a) Office uses – ancillary interior display, or “showrooms” are permitted
- (b) Accessory uses – the following accessory uses are permitted subject to the review and approval of the City Planner:
 - Outdoor Display, Permanent
 - Outdoor Display, Temporary
- (c) Retail, Convenience Store – 1,250 square feet maximum
- (d) Restaurant uses - 1,250 square feet maximum
- (e) Seasonal Sales - 1,250 square feet maximum
- (f) Retail, Convenience Store with Restaurant
- (g) Alcohol Production and Tasting/Tap Room, Micro with Food Sales

3. Landscaping & Screening. No additional landscape plantings or screening shall be required. Future landscape plans shall be reviewed at the discretion of the City Planner.



2 VICINITY MAP
SITE FOR REFERENCE ONLY

LOT DESCRIPTION	
EXISTING BUILDING	4,200 S.F.
UNIT #1	2,100 S.F.
UNIT #2	2,100 S.F.
EXISTING PORCH	668 S.F.
TOTAL AREA	4,868 S.F.
LOT SIZE	11,375 S.F.
% OF LOT COVERAGE	42.8%

LEGAL DESCRIPTION
A M G MERRILL
ABSTRACT 884 PAGE 106
TRACT 15

1 SITE PLAN
SITE SCALE: 1" = 10'-0"

SEAL



CONSTRUCTION CONCEPTS INC.
"Planning and Designing a Better Tomorrow"
317 E. JEFFERSON BLVD.
DALLAS, TX. 75203
TEL. (214) 946-4300
FAX. (214) 948-9544

PROJECT/PLAN ID
403 E CENTER

DATE:
5/29/25

DRAWN BY:

CHECKED BY:

DESCRIPTION:
**ONE STORY
MULTY FAMILY RESIDENCE;
3 BEDROOMS, 2.5 BATHROOMS
NO GARAGE**

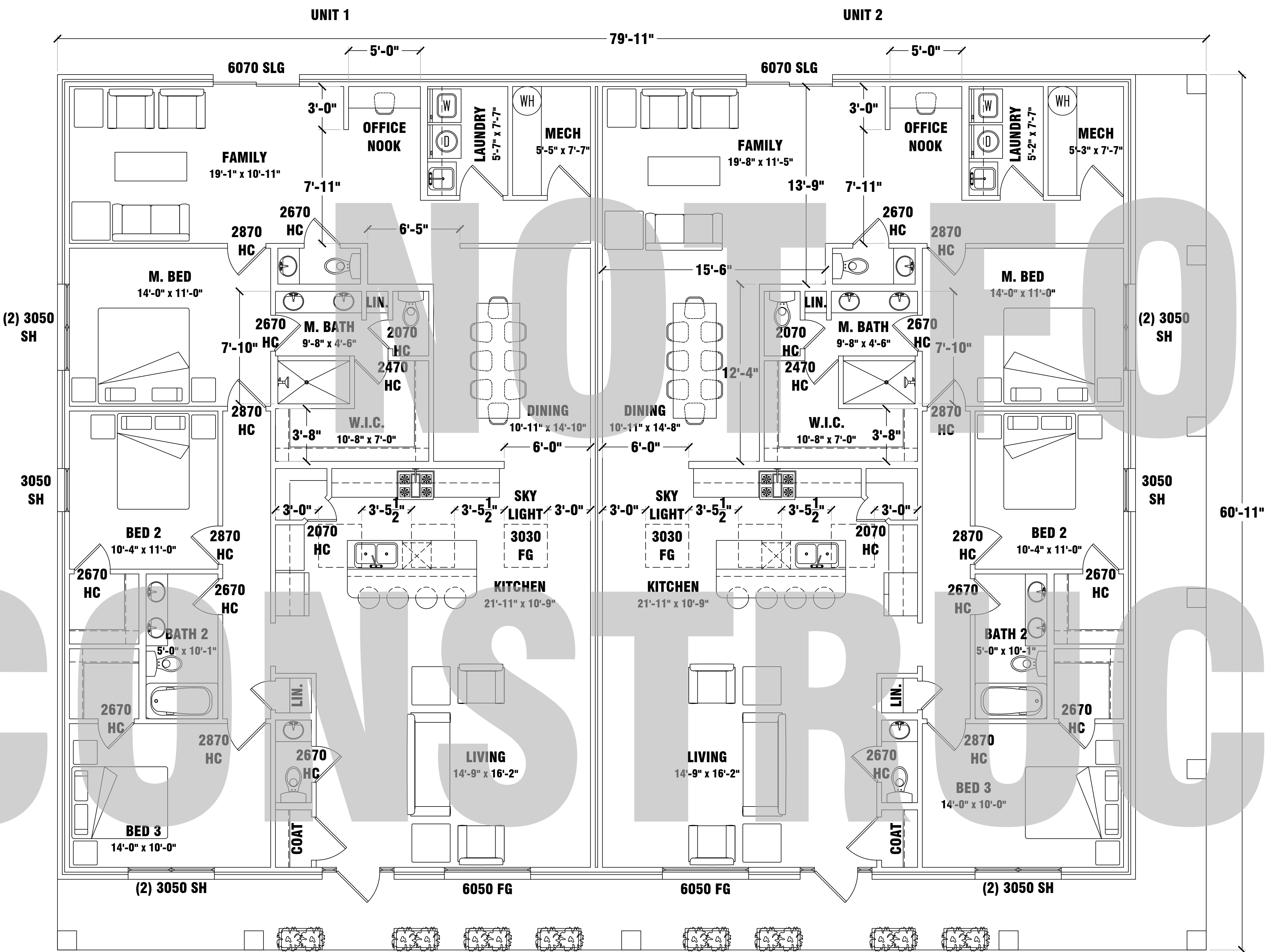
SCALE:

SHEET TITLE:

SHEET #:

FILE NAME:

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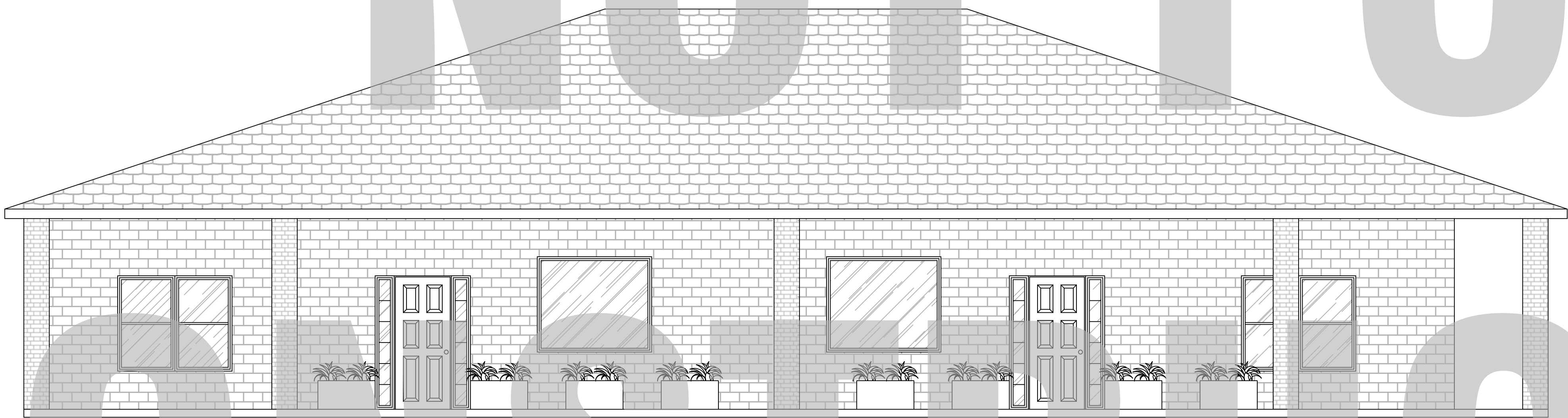
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STAFF REPORT

MEETING: City Council - October 21, 2025

TITLE:

Conduct a public hearing (Case# ZONE-2025-00016) for consideration and action regarding the request of by Omar Martinez, applicant, for a Specific Use Permit (SUP) to allow for the use of an auto dealership, used only, legally described as Block 2, Lot 9 of Woodhaven Addition, on real property located at 510 E. Red Bird Lane, City of Duncanville, Dallas County, Texas.

Vision Statement:

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

Pillar:

Develop: Infrastructure Improvement Strategy

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

STAFF RESPONSIBLE:

LaSheyla Jones

BACKGROUND/HISTORY:

The applicant is requesting a SUP (Specific Use Permit) for "Auto Dealership, Used," as an accessory and incidental use in the C (Commercial) district.

POLICY EXPLANATION:

The applicant is requesting a Specific Use Permit (SUP) for an Auto Dealership, Used Only use in a Commercial (C) zoning district. According to section 3.03 of the City of Duncanville Zoning Ordinance, an Auto Dealership, Used Only use is permitted in the Commercial zoning with review and approval of an SUP. The applicant is proposing to pave the property and construct a 288 square foot building for office space along with creating 28 parking spaces

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Staff Report, 510 E. Red Bird Ln Buffer Map, Project Narrative & Operational Plan,
Proposed Site Plan

STAFF REPORT

To: City Council
From: Dr. LaSheyla Jones, Assistant Director Planning and Zoning
Date: October 2, 2025
RE: Specific Use Permit (SUP) Request| 510 E. Red Bird Ln.
ZONE #2025-00016
Applicant: Omar Martinez | Applicant

REQUEST: The applicant is requesting a SUP (Specific Use Permit) for “Auto Dealership, Used,” an accessory and incidental use in the C (Commercial) district.

LOCATION: 510 E. Red Bird Lane, Duncanville, TX

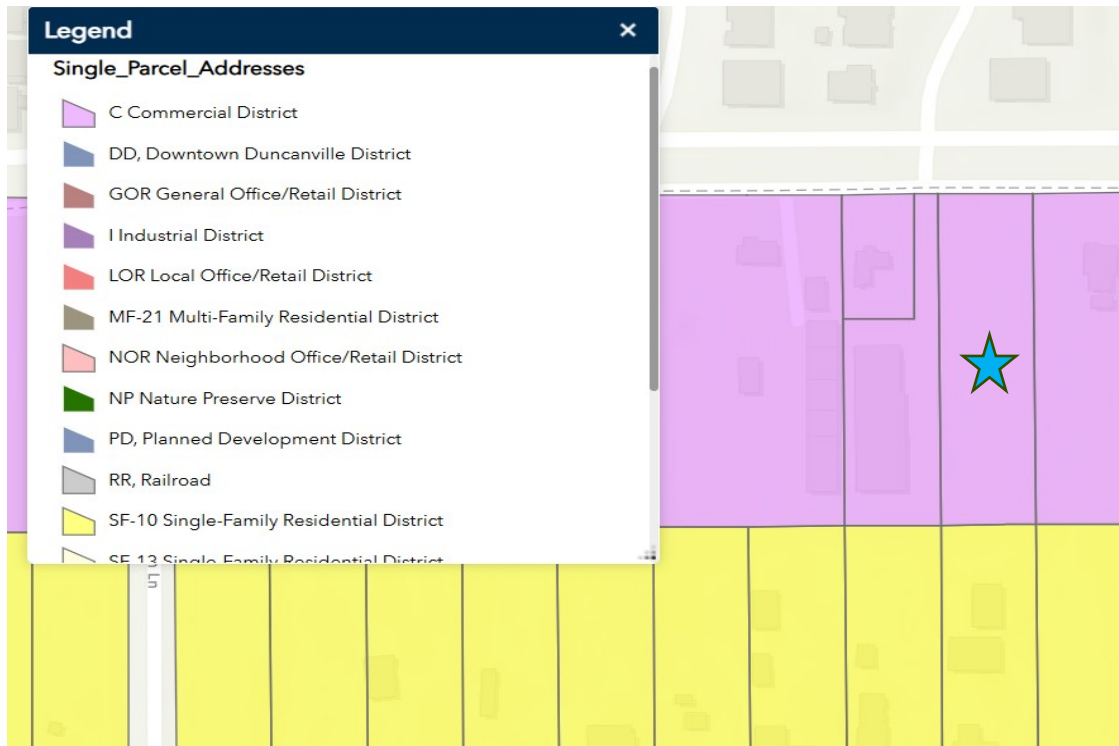
EXISTING ZONING: Commercial (C)

PROPOSED ZONING: Commercial (C) with an SUP for Auto Dealership, Used Only

**FUTURE LAND
USE DESIGNATION:** Retail/Commercial

PROJECT SUMMARY:

The applicant is requesting a Specific Use Permit (SUP) for an Auto Dealership, Used Only use in a Commercial (C) zoning district. According to section 3.03 of the City of Duncanville Zoning Ordinance, an Auto Dealership, Used Only use is permitted in the Commercial zoning with review and approval of an SUP. The applicant is proposing to pave the property and construct a 288 square foot building for office space along with creating 28 parking spaces



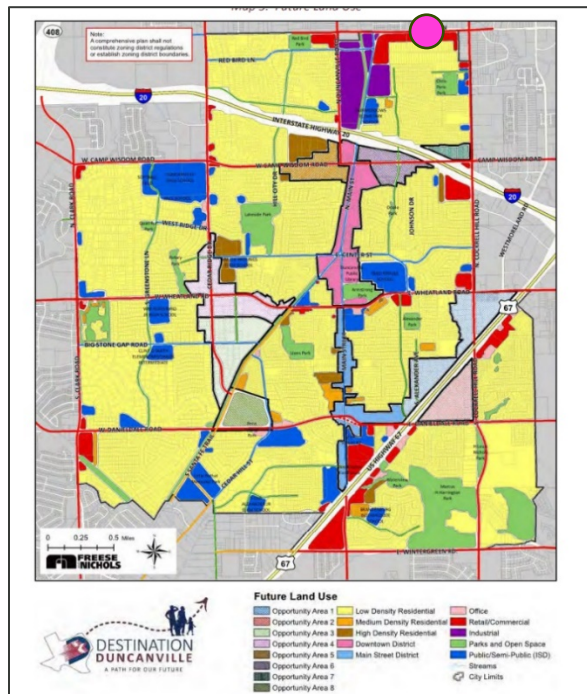
Subject Property 

Figure 1. Zoning Map

ZONING DISTRICT DESCRIPTION:

The C Commercial District is intended to provide a centrally located and convenient location for service and commercial related establishments, and other heavy commercial uses. The uses envisioned for the district typically utilize larger sites and/or have operational characteristics that are incompatible with residential zoning or uses and some nonresidential uses. Convenient access to thoroughfares and collector streets is also a primary consideration.

Figure 2: Future Land Use Map



Subject Property: 

FUTURE LAND USE DESCRIPTION:

Retail/commercial establishments have goods for purchase by the general public and generating sales tax revenue.

Commercial uses are more intense than retail establishments yet also provide goods and services for the public. Examples of commercial establishments would include hotels, restaurants, and big box retailers.

They are located along major arterial, super arterial and freeway corridors. Outside storage associated with commercial activity should be screened from the primary roadway on which the establishment is located.

Commercial activity should be buffered from low density residential areas through the use of enhanced landscaping, increased rear setbacks, the use of medium density residential, and by floodplains or other man-made features.

The remaining interstate frontage in Duncanville is limited, making strategic development and redevelopment that incorporates high-impact uses significant. Aesthetics are also important as Red Bird Lane is a central corridor and the primary entry route to the City of Duncanville from the City of Dallas.

USE DEFINITIONS:

Article VII Section 7.02.G

Auto Dealership, Used Only: Storage and display for sale of more than two motor vehicles or any type of trailer provided the trailer is unoccupied, and where repair or body work is incidental to the operation of the used vehicle sales. Motor vehicles sales includes motor vehicles retail or wholesale sales.

SURROUNDING ZONING AND DEVELOPMENT:

- **NORTH:** City of Dallas
 - Single family homes
- **EAST:** Commercial (C)
 - Auto-related business
- **SOUTH:** Single Family 10 Residential District (SF-10)
 - Woodhaven Subdivision
- **WEST:** Commercial (C)
 - Auto-related businesses

PUBLIC INPUT:

Staff mailed out 17 public notices. At the time of review, staff has not received any letters in opposition or in favor of the proposed SUP.

STAFF REVIEW:

SITE/IMPROVEMENT PLAN:

The improvement plan attached to this report includes the existing structure and improvement items to the property surrounding the structure. Staff finds that the items proposed in the improvement plan are compliant with the Zoning Ordinance.

KEY FEATURES OF AN SUP:

- a. The proposed use is consistent and compatible with the adjacent land use and zoning.**

Staff finds the proposed use to be inconsistent but compatible with adjacent land uses and zoning. The property is zoned Commercial (C) and Auto Dealership, Used requires SUP review and approval in this zoning district.

- b. The proposed use is consistent with the architecture and characteristics of the adjacent properties.**

The properties along E. Red Bird Lane are fragmented with a variety of uses like automotive related, residential, or other commercial/industrial uses. The proposed property is currently a vacant parcel of commercially zoned property within a

fragmented line of existing uses. While the adjacent lot to the west is an automotive use, it is a flag lot and the automotive materials and business is set back from the roadway. The other sides are residential in character. Further west there are additional automotive uses, and further east there are additional commercial/industrial uses. The residential properties north of Red Bird Lane are located within the City of Dallas limits.

- c. The proposed use may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.**

Staff finds that the proposed use does not follow the development standards set forth in the City of Duncanville Zoning Ordinance and foresees possible adverse impact on adjacent properties and on the character of the corridor. While the intensity of the site may be lower with cars parked there most of the time, the character of the corridor and impact to adjacent neighborhoods will need to be maintained.

- d. The proposed use is consistent with the goals and objectives of the City.**

The City of Duncanville's comprehensive plan describes a vision for retail/commercial development along Red Bird Lane. The proposed automotive uses does not directly align with this vision.

- e. The proposed use is an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.**

At this time the applicant is seeking approval for a Specific Use Permit (SUP), if recommended for approval and approved by City Council, the applicant will need to seek the approval of the Development Review Committee (DRC) for the proposed site plan.

- f. The proposed use will not be detrimental to the general health, safety, and welfare of the community.**

The proposed use is not anticipated to be detrimental to the general health, safety, and welfare of the community.

- g. The proposed use would stabilize and improve property values within the City.**

Staff cannot prove or disprove that the proposed use would stabilize and improve property values within the City.

- h. The proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors.**

Staff cannot speak to how the proposed use would protect and enhance the City's attractiveness to residents, businesses, tourists, and visitors. However, this type of business supports neighborhood services and local retail sectors.

i. The proposed use would strengthen and help diversify the economy of the City.

Staff cannot speak to how the proposed use would strengthen and help diversify the economy of the City.

STAFF RECOMMENDATION:

Staff recommends approval of the Specific Use Permit subject to following conditions:

1. Staff finds that the proposed Auto Dealership, Used can be allowed at this site, however, it must meet all development requirements for commercial and retail development adjacent to residential and along major corridors. This may include enhanced screening and buffer requirements due to the approval of the Specific Use Permit (SUP) for a higher intensity use.
2. The applicant shall submit a full site plan, landscape plan, civil plans, and any additional requirements from the Development Review Committee (DRC) to receive approval prior to applicant receiving building permits and/or a certificate of occupancy (CO).
3. The applicant shall meet all International Building Code (IBC) and International Fire Code (IFC) requirements as regulated by the City of Duncanville codes and ordinances.

Staff along with the applicant understand that review and consideration of this Specific Use Permit (SUP) is the minimum path necessary for the proposed use and additional site plan review will be required prior to issuance of any permit(s) for the proposed project. The Planning and Zoning Commission recommended approval of the stated conditions at their August 11th meeting.

FIGURES & TABLES:

Figure 1: Zoning Map

Figure 2: Future Land Use Map

ATTACHMENTS:

Attachment 1: Project Narrative

Attachment 2: Proposed Site Development Plans

Attachment 2: Map of properties notified within 200 ft.



DOVE DR

NUTHATCH ST

W RED BIRD LN

Dallas

Duncanville

E RED BIRD LN

GODWIN LN

WOODHAVEN BLVD

SUMMIT RIDGE

0 135 270 540 ft

Legend

— Roads

510 E. Red Bird Ln.

200 ft. buffer

Parcels within 200 ft. buffer

City Limits

6/2/2023

Guerras & Son's Auto sales

529 E. Ninth St

Dallas, Tx 75203

214 893 5942

Omar mrtz 7569 (a) Gmail. com

To whom it may Concern,

We are writing to provide an Overview of the proposed operations for Guerras & Son's Auto Sales, a family - Owner and operated Pre-Owned Automotive Dealership located at 529 E. Ninth St Dallas, Tx 75203 at the moment but looking forward to relocate to 510 E. Red Bird Ln Duncanville, Tx 75116.

Ownership & Management

Guerras & Son's Auto Sales is owned and operated by Javier Martinez, Blanca Martinez (Spouse), and Son's Alberto Javier and Omar Martinez, who bring over Twenty years of combined experience in the Automotive Industry. As a Family-run business, we are committed to offering personalized customer service, transparent Vehicle history, and Competitive pricing.

Business Operations:

Our Dealership will specialize in the sale of high-quality, pre-owned vehicles including cars, trucks, and SUVs. We will maintain a curated inventory of 15-30 vehicles on-site. Business hours will be Monday through Saturday from 10:00 A to 7:00 P.M.

In addition to vehicle sales, we will offer the following services:

- Trade-in evaluations and purchases
- Title and registration processing
- Warranty and extended service contract offerings

All vehicles will be thoroughly inspected and reconditioned prior to being listed for sale. We are committed to providing a no-pressure, family-friendly buying experience for our customers.

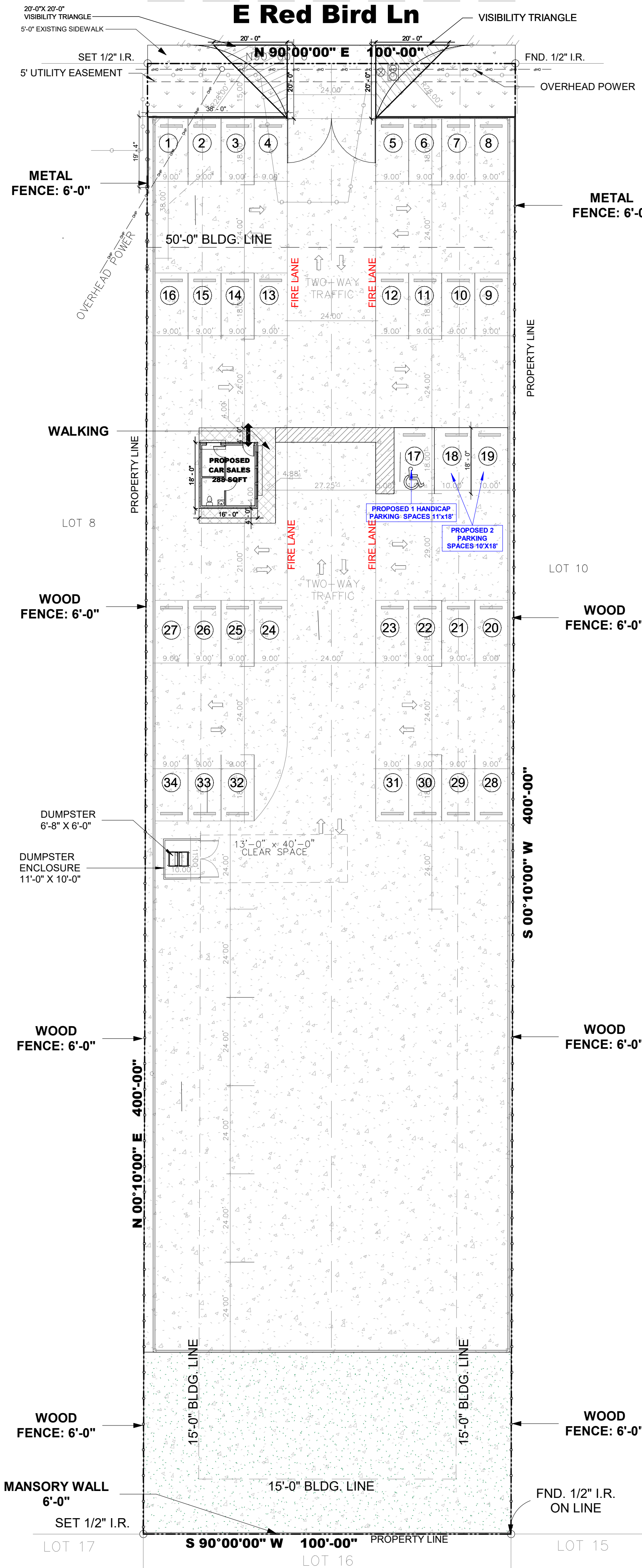
Compliance & Zoning:

We understand the importance of complying with all applicable city, state, and Federal regulations. Our business location complies with current zoning ordinances for automotive sales. All signage will meet local guidelines.

We appreciate your consideration and support as we launch this new chapter in our family business. Please feel free to contact us with any questions or requests for further documentation.

JAVIER MARTINEZ

Sincerely

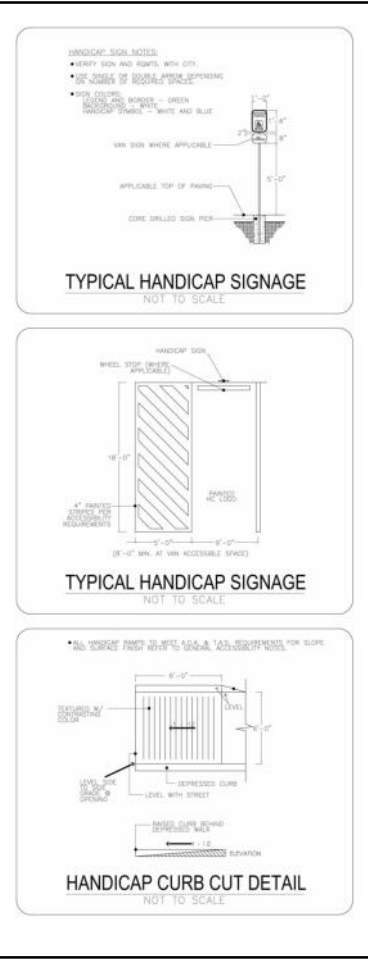


SQUARE FOOTAGE	
PROPOSED CAR SALES	288 S.F.
TOTAL	288 S.F.

PARKING'S			
SPACES	8 1/2' x 18'	10' x 18'	11' x 18'
REGULAR		2	
HANDICAP			1
COMPACT-CAR			
TOTAL			3

ANALYSIS PARKING'S			
USE	SQUARE FOOTAGE	APPL. RATION 1 CAR PER	PARKING REQUIRED
PROPOSED CAR SALES	288	500 SQ.FT.	1
DELTA CREDIT			
PARKING PROVIDED			1

HANDICAP DETAIL



1 Analysis Parking
1" = 20'-0"

THESE PLANS ARE INTENDED TO PROVIDE BASIC CONSTRUCTION INFORMATION NECESSARY TO SUBSTANTIALLY BUILD THIS STRUCTURE. THESE PLANS MUST BE VERIFIED AND CHECKED BY THE BUILDER, HOMEOWNER, AND ALL CONTRACTORS OF THIS JOB PRIOR TO CONSTRUCTION. BUILDER SHOULD OBTAIN COMPLETE ENGINEERING SERVICES, HVAC, AND STRUCTURAL BEFORE BEGINNING CONSTRUCTION OF ANY KIND. NOTE: ALL FEDERAL, STATE, AND LOCAL CODES AND RESTRICTIONS TAKE PRECEDENCE OVER ANY PART OF THESE PLANS.

GREAT CARE AND EFFORT HAVE GONE INTO THE CREATION OF THESE BLUEPRINTS. HOWEVER, BECAUSE OF THE VARIANCE IN GEOGRAPHIC LOCATIONS, WE WILL NOT ASSUME LIABILITY FOR ANY DAMAGES DUE TO IMPROPER, MISREADING, OR OMISSIONS ON THESE PLANS. OWNER/BUILDER MUST COMPLY WITH LOCAL BUILDING CODES PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE PURCHASE OF THESE PLANS ENTITLES THE BUYER TO CONSTRUCT THIS HOUSE ONLY ONCE. ANY COPYING, TRACING, OR ALTERING OF THESE PLANS IS NOT PERMITTED. VIOLATORS WILL BE SUBJECT TO PROSECUTION UNDER COPYRIGHT LAWS.

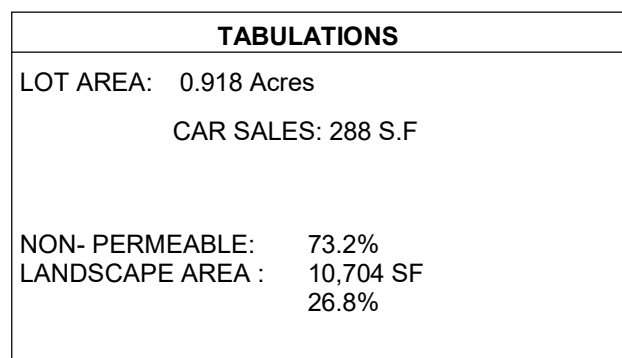
Project Name & Address
510 E RED BIRD LN
DUNCANVILLE, TX 75116

Legal Description
LOT 9, BLOCK 2

ANALYSIS PARKING

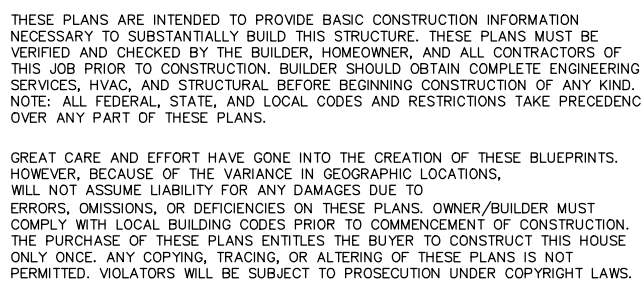
Date: 5/3/2023 Scale 1" = 20'-0"

Drawn by: Projects & Construction Araque





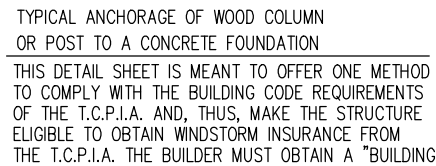
ARAQUE
PROJECTS & CONSTRUCTION



Legal Description
LOT 9, BLOCK 2

FOUNDATION

Drawn by: Projects & Construction Araque

$$1/2'' = 1'-0''$$


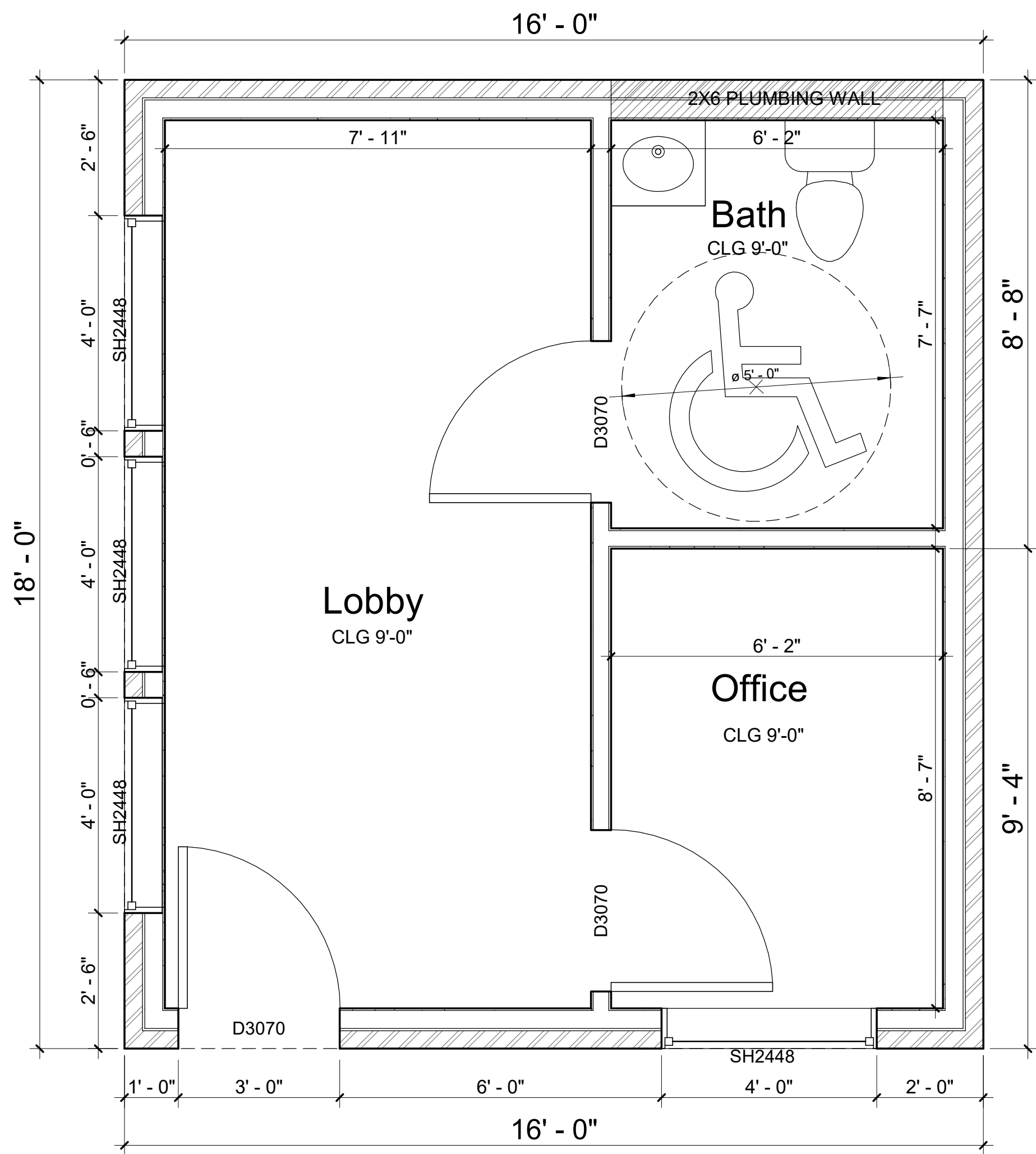
GENERAL SPECIFICATIONS:

GENERAL SPECIFICATIONS:

- CONCRETE SHALL BE TYPE 1, AND HAVE 5-SACKS OF CEMENT (90 POUNDS PER SACK) WITH A THIRTY DAY COMPRESSIVE STRENGTH OF 3,000 PSI.
2. SEE "CONCRETE TEMPERATURE SPECIFICATION" FOR A HOT WEATHER SPECIFICATION AND THE USE OF FLY ASH.
3. CONCRETE SHALL HAVE BETWEEN 41 2% TO 5% AIR ENTRAINMENT BY VOLUME.
4. REINFORCING STEEL SHALL BE 60 KSI MATERIAL.
5. REINFORCING STEEL SHALL BE CLEAN AND FREE OF RUST AND DEBRIS.
6. REINFORCING STEEL SHALL BE PLACED AS FOLLOWS:
 - A. REINFORCING STEEL BAR SPACES SHALL BE AS FOLLOWS: 3/8" (#3'S) DIAMETER = 21" 1/2" (#4'S) DIAMETER = 29" 5/8" (#5'S) DIAMETER = 36" 3/4" (#6'S) DIAMETER = 46" BAR SPACES IN THE ADJACENT BARS (OF GRADE BEAMS) THAT ARE LAID IN A ROW SHALL NOT OCCUR WITHIN FOUR FEET OF EACH OTHER AS MEASURED ALONG THE REINFORCING STEEL.
 - B. REINFORCING STEEL SHALL HAVE THE FOLLOWING MINIMUM CONCRETE COVERAGE: A. 3" FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH. B. 2" FOR CONCRETE NOT EXPOSED TO WEATHER. C. 1 1/2" FOR CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH EARTH.
 - C. REINFORCING HOOKS' RADIUS AND LEGS IS AS FOLLOWS: 3/8" (#3'S) RADIUS=1 1/2", LEG=4 1/2" 1/2" (#4'S) RADIUS=2", LEG=6" 5/8" (#5'S) RADIUS=2 1/2" 1/2" 1/2"
 - D. DEVELOPMENT LENGTH OF HOOKS IS AS FOLLOWS: 3/8" (#3'S) AND 1/2" (#4'S) = 8" 5/8" (#5'S) = 10"

FOUNDATION NOTES:

1. PLACE 6 MIL. POLYETHYLENE UNDER SLAB.
2. REINFORCING SHALL BE PLACED ON PLASTIC OR METAL CHAIRS TO MAINTAIN PROPER CLEARANCE ABOVE GRADE.
3. CONCRETE TRUCKS SHALL NOT RUN OVER PLACED REINFORCING STEEL TO EXTENT THAT THE REINFORCING STEEL BECOMES BENT OR DAMAGED.
4. FLAT WORK CONCRETE SHALL BE FINISHED BY SCREEDING AND FIRST TROWEL TO LEVEL WITH AS LITTLE SURFACE WORK AND MANIPULATION AS POSSIBLE TO PREVENT THE DRAWING OF FINE AGGREGATE AND WATER TO THE SURFACE. SCREEDS MUST BE SUFFICIENTLY RIGID TO RESIST DISTORTION AS THE CONCRETE IS SPREAD. EXCESS WATER IS TO BE REMOVED BY DRAINING OR BLOTTING WITH MATS.
5. AFTER ANY WATER SHEEN HAS DISAPPEARED AND THE CONCRETE SURFACE HAS HARDENED TO BEAR A PERSON'S WIGHT WITHOUT LEAVING AN INDENTATION, FINAL FINISHING MAY PROCEED. BUILDING FLOORS SHALL RECEIVE A POWER STEEL FLOAT, BUT NO TO A SLICK FINISH AND SHALL HAVE A SLIGHTLY ROUGH FINISH THAT IS NOT SICK WHEN WETTED AFTER CURING. EXTERIOR SLABS SUBJECT TO WEATHER SHALL HAVE A BROOM FINISH AND SLOPED TO DRAIN.
6. FLATNESS OF CONCRETE FINISH PER A.C.I. TOLERANCE.



Door Schedule				
Phase Created	Mark	Width	Height	Count
New Construction	D3070	3' - 0"	7' - 0"	3
New Construction	D3071	24' - 0"	6' - 7"	1
New Construction	GLD6088	10' - 0"	10' - 0"	1
New Construction	GLD6108	10' - 0"	10' - 0"	1
Grand total: 6				

Window Schedule				
Phase Created	Mark	Width	Height	Count
New Construction	SH2448	4' - 0"	2' - 0"	4
Grand Total: 4				

1 Floor Plan
1/2" = 1'-0"

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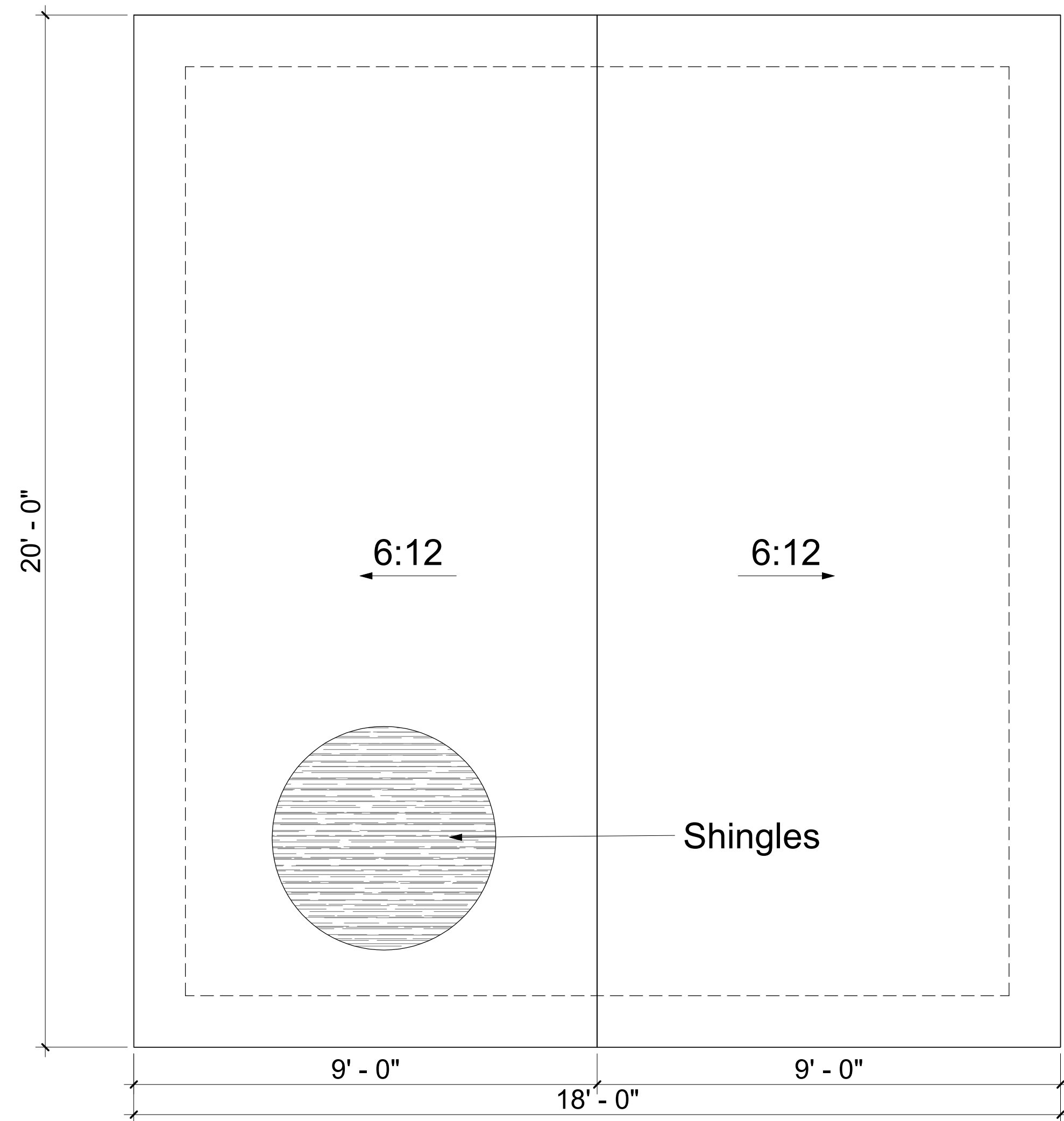
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LOT 9, BLOCK 2

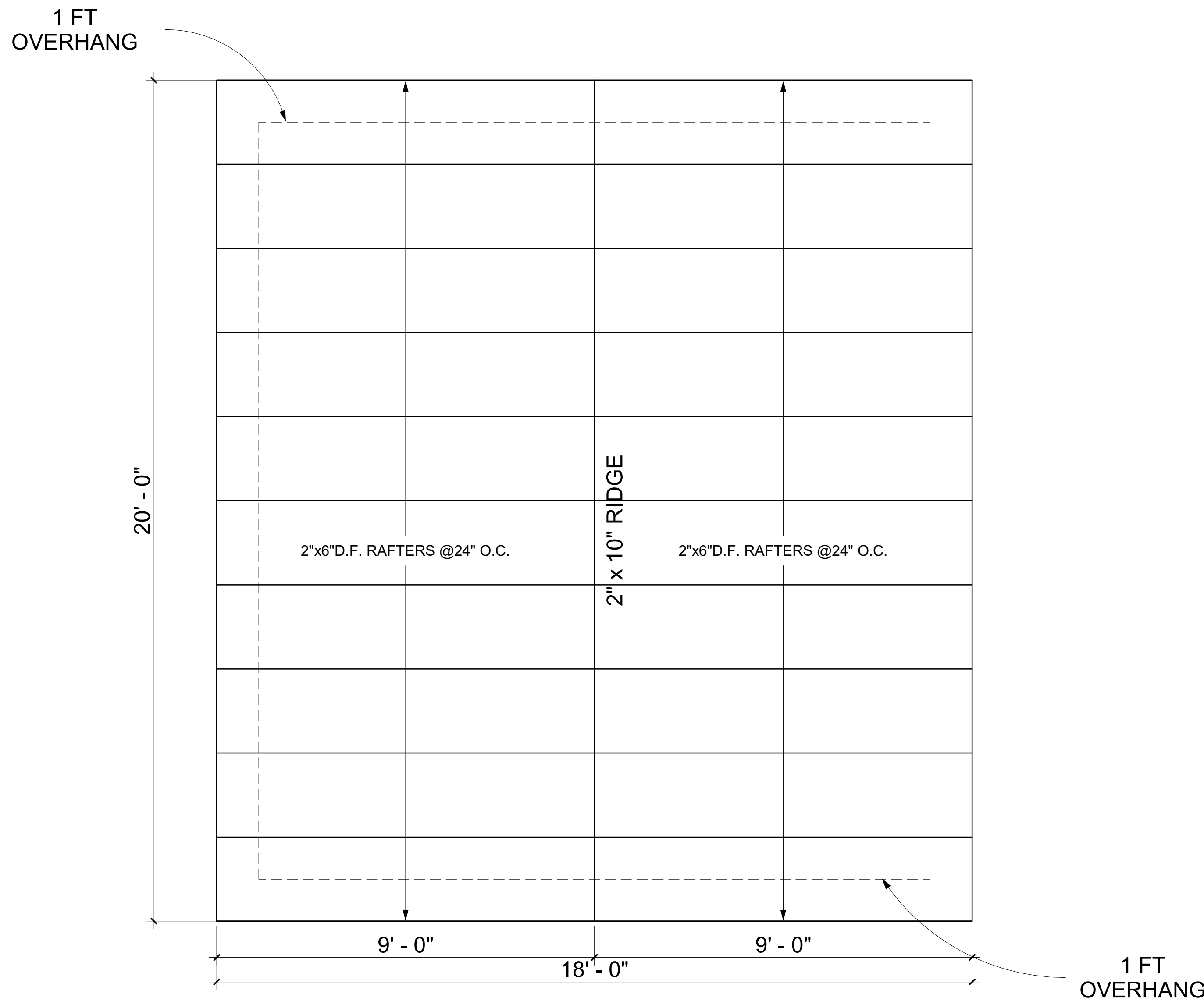
FLOOR PLAN

Date: 5/3/2023 Scale 1/2" = 1'-0"

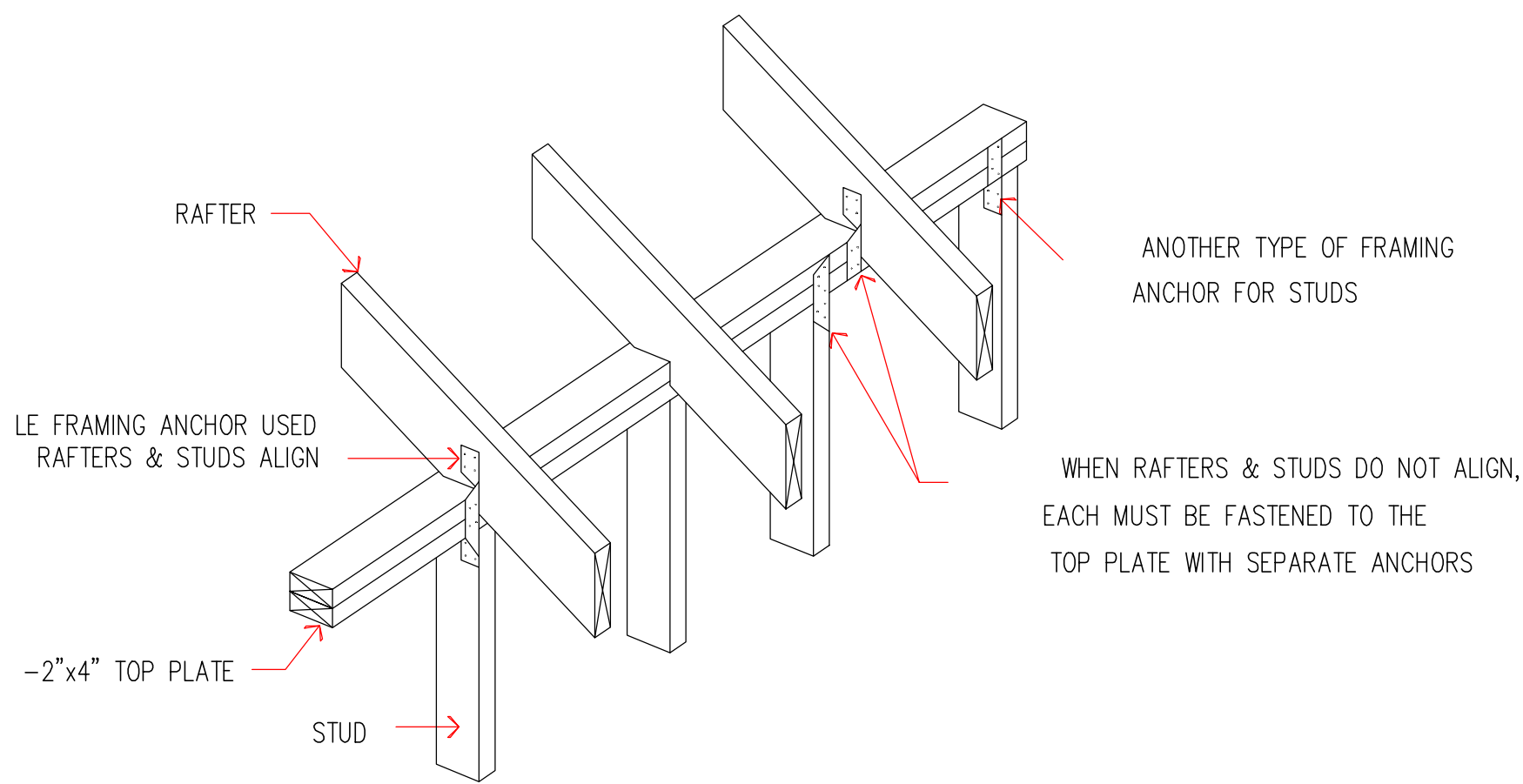
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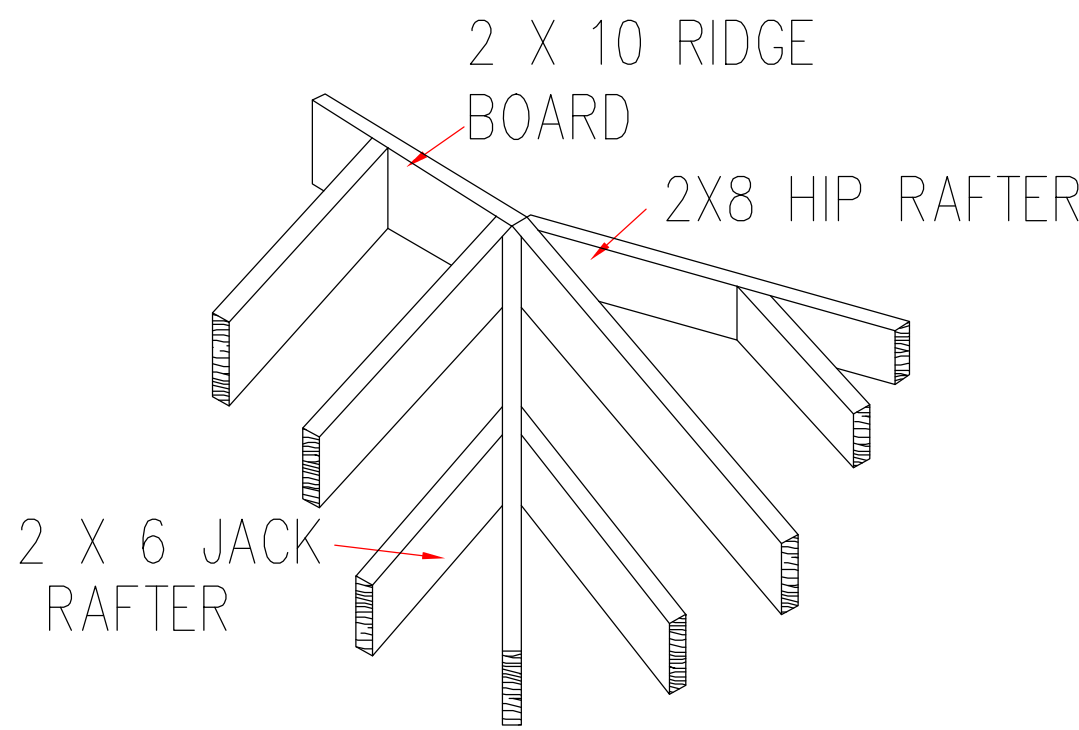
1 Roof
1/2" = 1'-0"



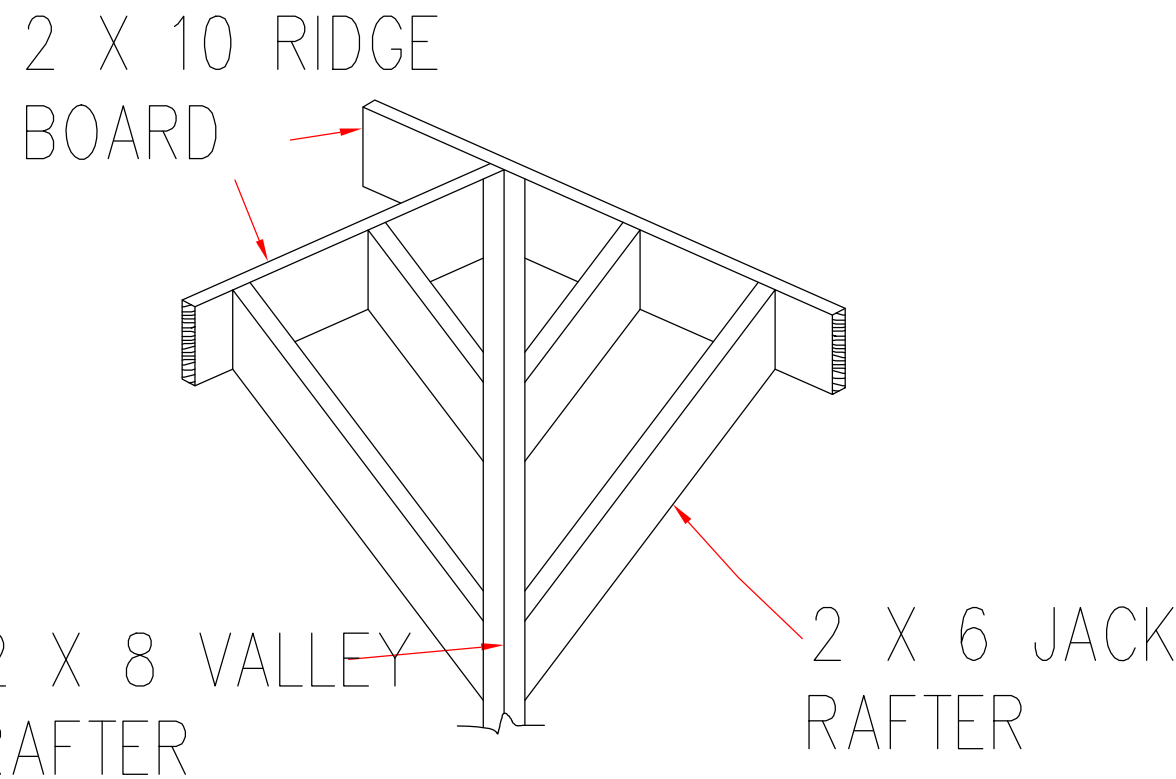
2 Rafter Roof
1/2" = 1'-0"



FASTENING RAFTERS TO THE WALL FRAMING
NOT TO SCALE



Hip Rafter Roof Framing

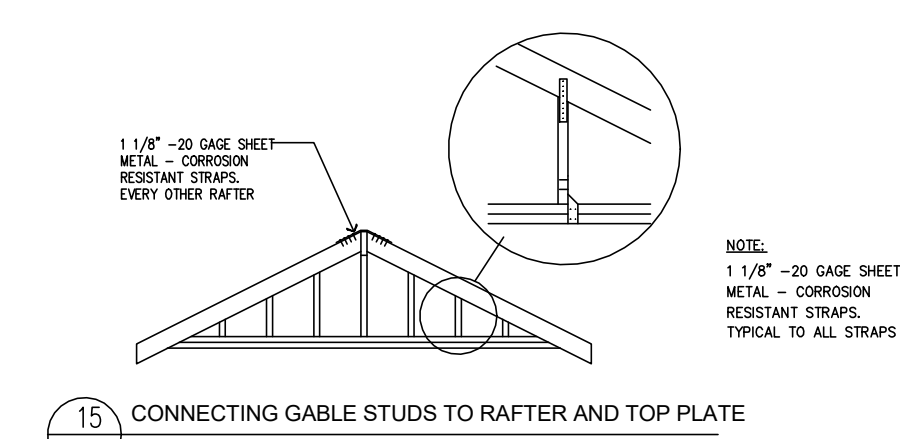
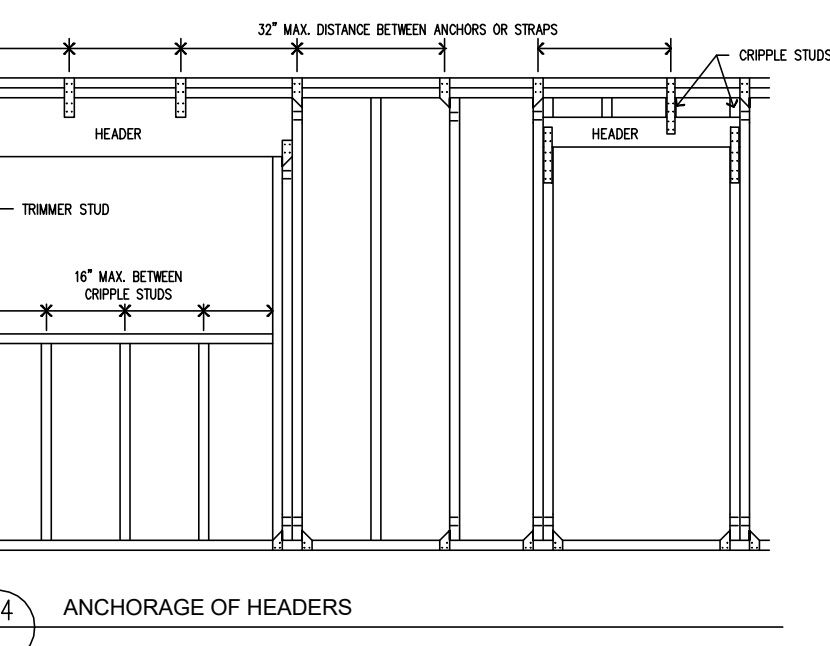
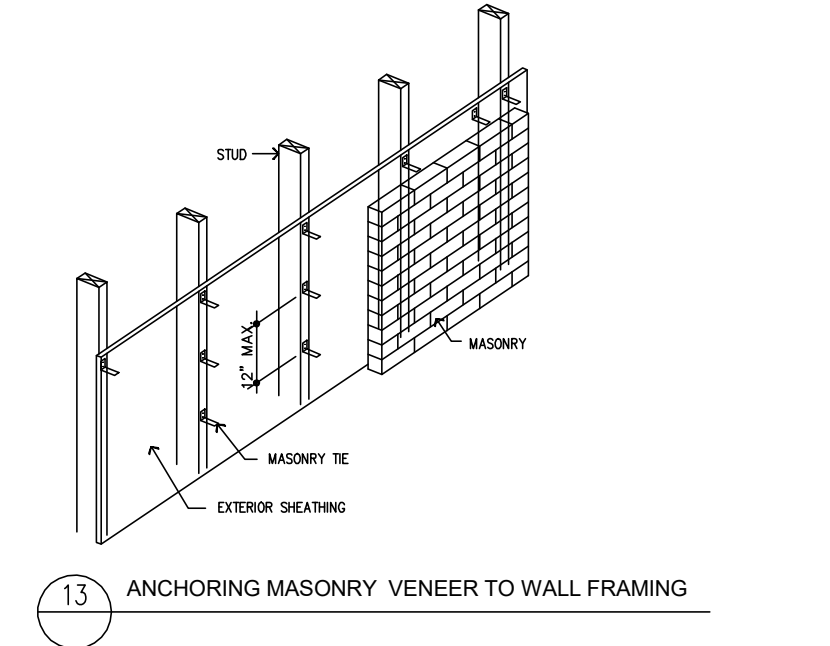
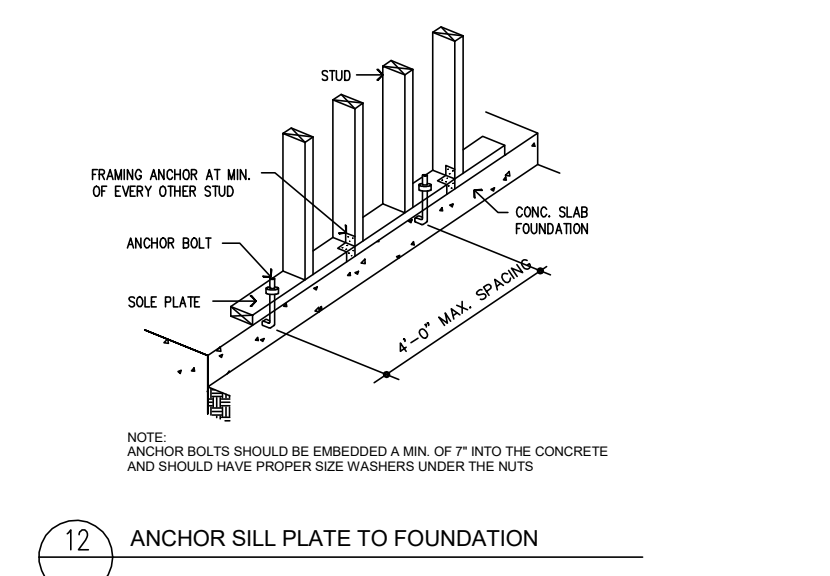
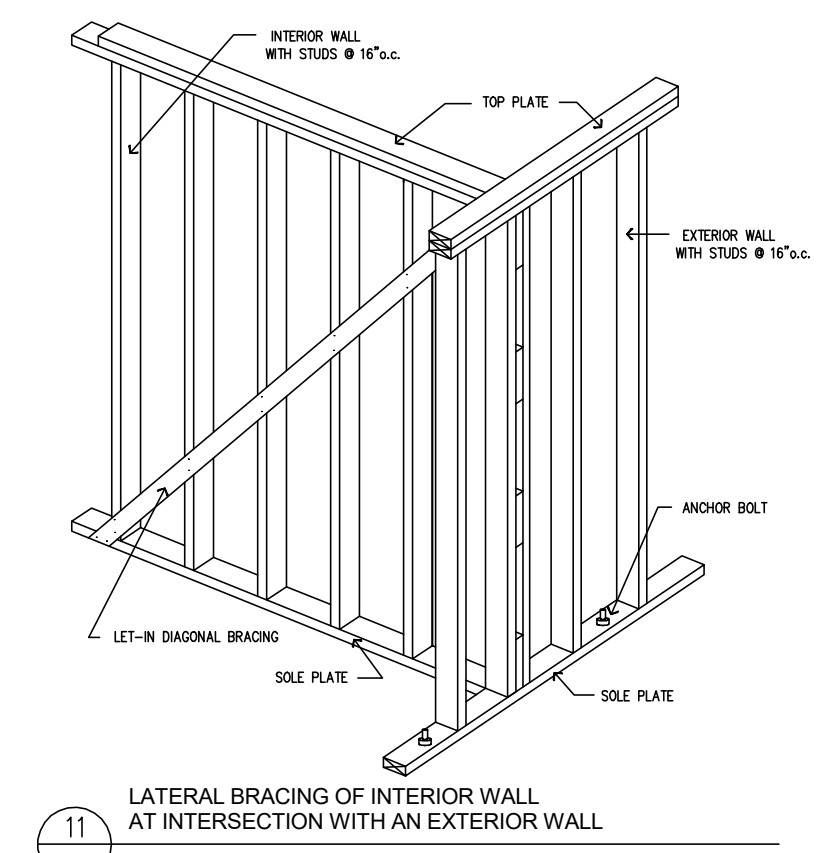
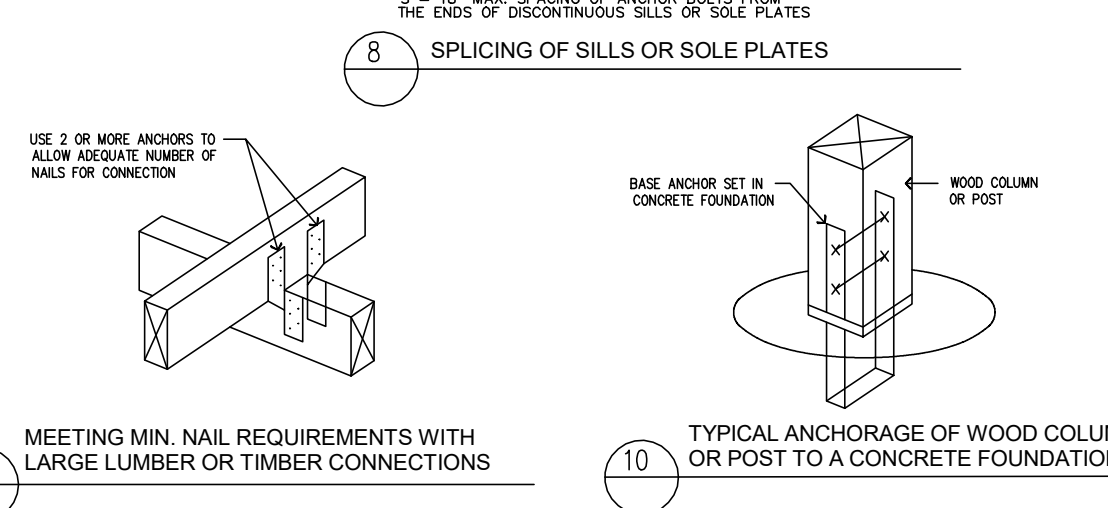
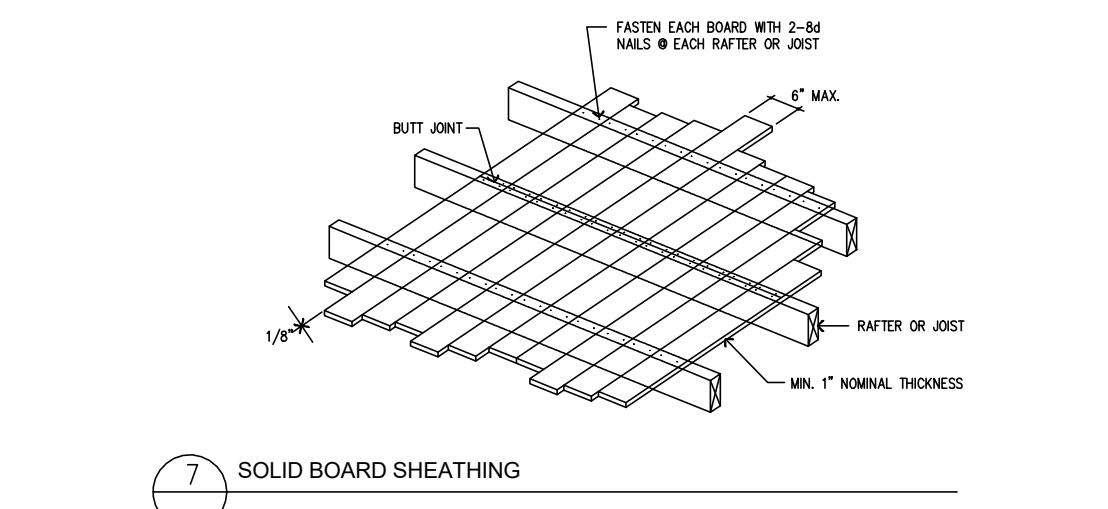
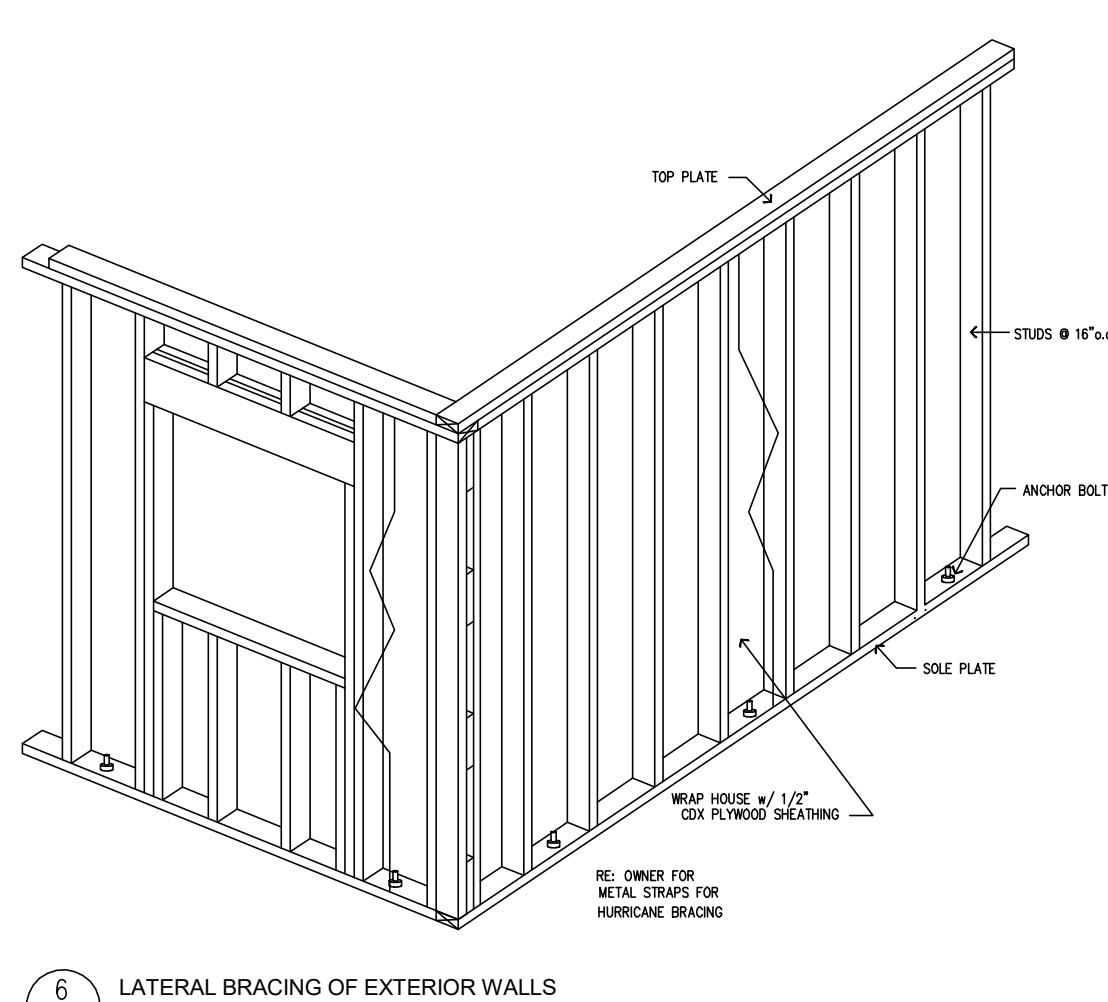
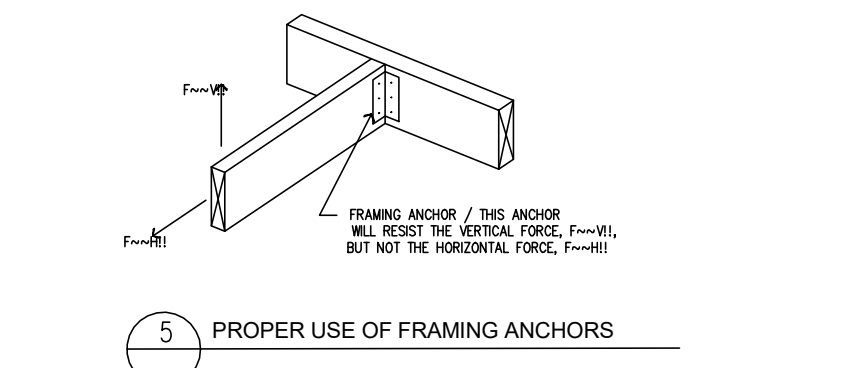
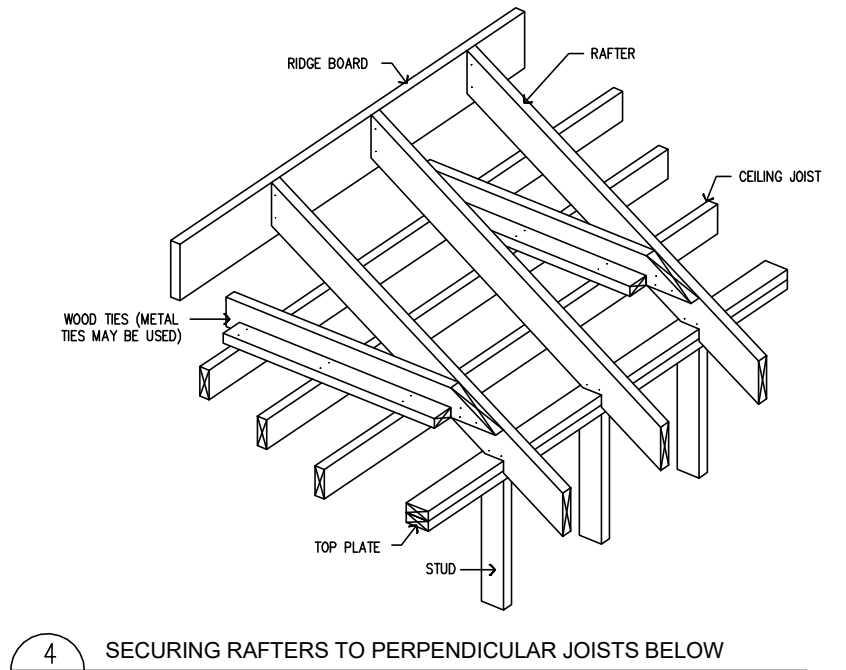
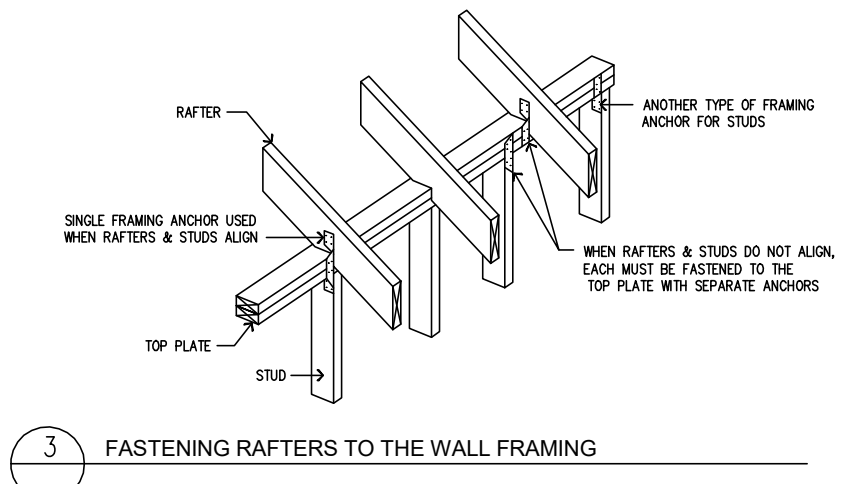
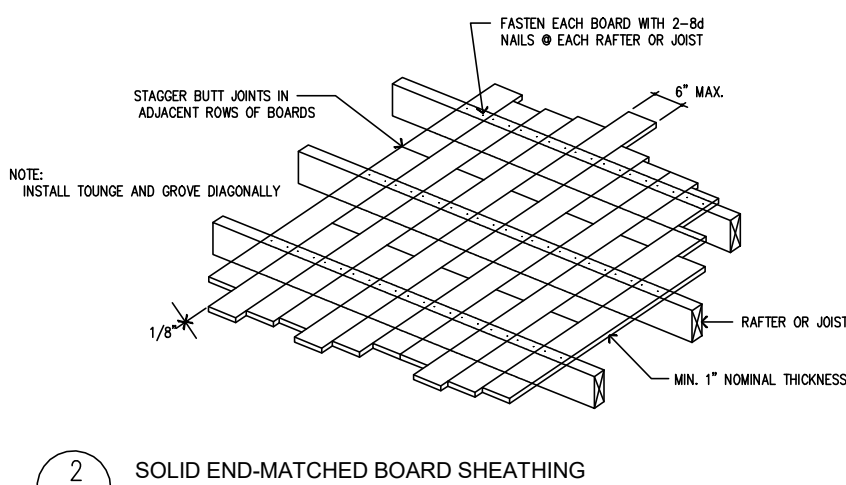
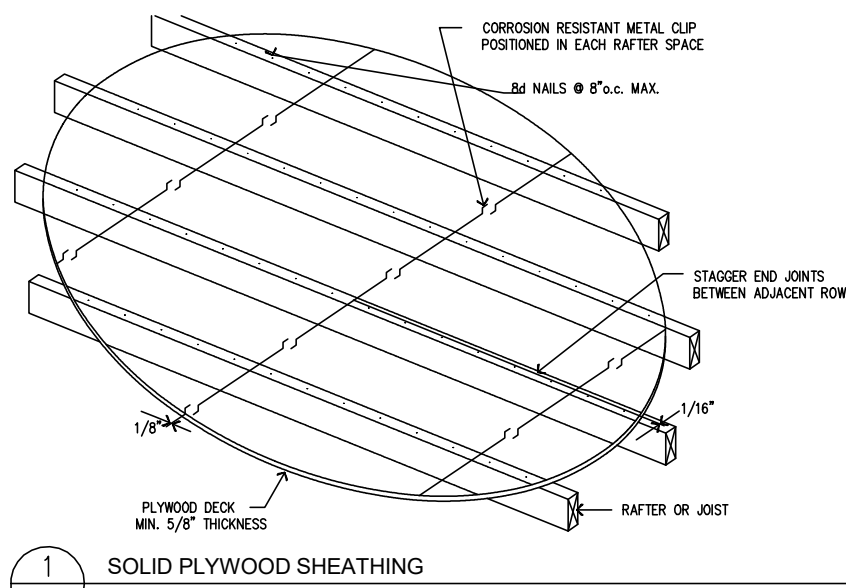


Valley Rafter Roof framing

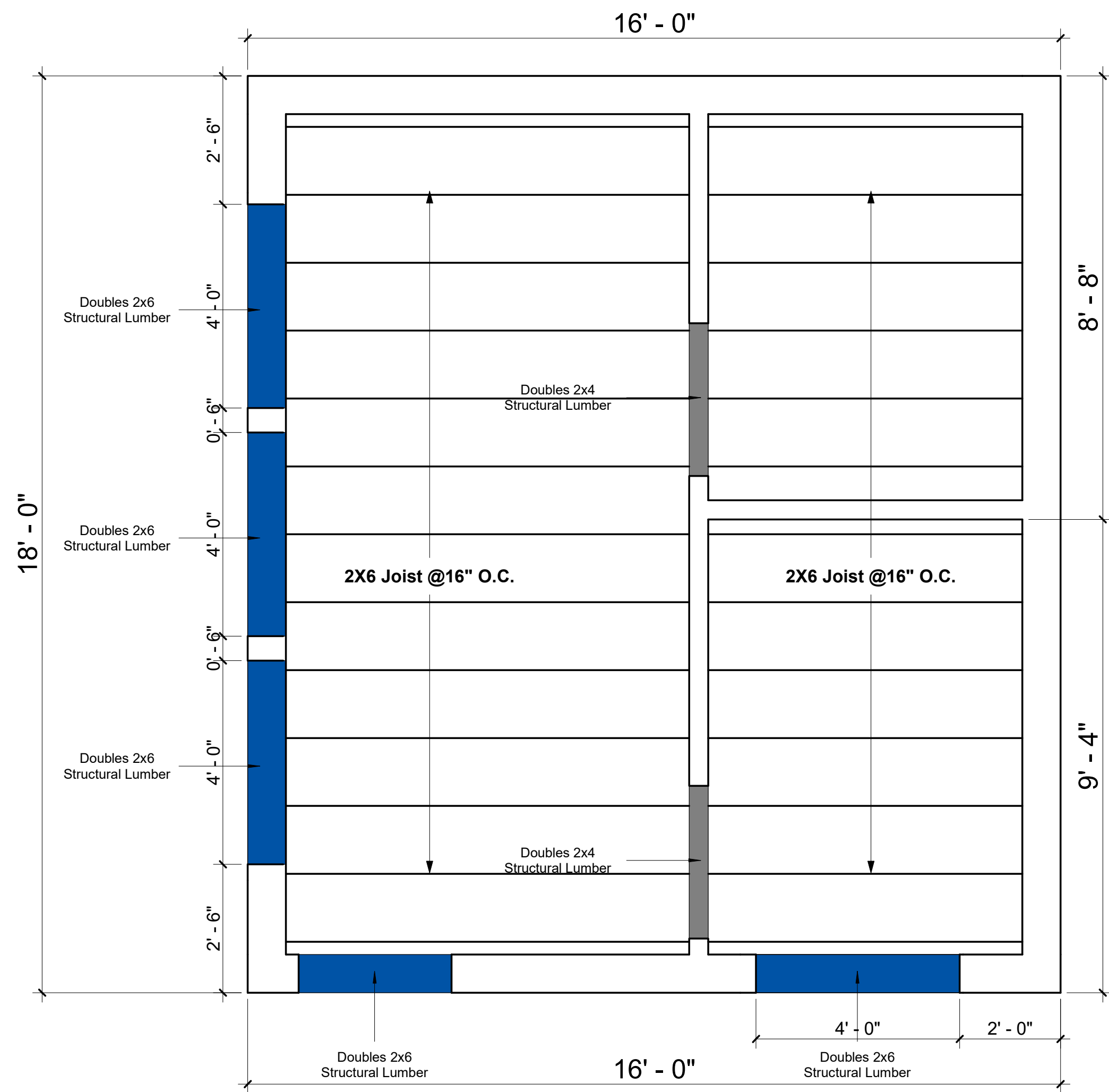
TABLE R802.5.1(2) RAFTER SPAN FOR COMMON LUMBER SPECIES (ground snow load= 30psf, ceiling attached to rafters, L/Δ=240)

RAFTER SPACING (INCHES)	SPECIES AND GRADE		DEAD LOAD=10 psf				DEAD LOAD=20 psf			
			2X4	2X6	2X8	2X10	2X4	2X6	2X8	2X10
			MAXIMUM RAFTER SPANS							
			(FEET-INCHES)	(FEET-INCHES)	(FEET-INCHES)	(FEET-INCHES)	(FEET-INCHES)	(FEET-INCHES)	(FEET-INCHES)	(FEET-INCHES)
12	D.F.	SS	10-5	16-4	21-7	NOTE b	10-5	16-4	21-7	NOTE b
	D.F.	#1	10-0	15-9	20-10	NOTE b	10-0	15-4	19-5	23-9
	D.F.	#2	9-10	15-6	20-5	26-0	9-10	14-7	18-5	22-6
	D.F.	#3	8-9	12-10	16-3	19-10	7-7	11-1	14-1	17-2
24	D.F.	SS	8-3	13-0	17-2	NOTE a	8-3	13-0	17-2	NOTE b
	D.F.	#1	8-0	12-6	15-10	22-6	8-0	12-6	15-10	22-6
	D.F.	#2	7-10	11-11	15-1	21-4	7-10	11-11	15-1	21-4
	D.F.	#3	6-2	9-1	11-6	16-3	6-2	9-1	11-6	16-3

* CHECK SOURCES FOR AVAILABILITY OF LUMBER IN LENGTHS GRATHER THAN 20 FEET.
FOR SI: INCH=24.5 MM, 1 FOOT=304.8 MM, 1 POUN PER SQ.FT.=0.0479 KPq.
B= SPAN EXCEEDS 26 FT. IN LENGTH.

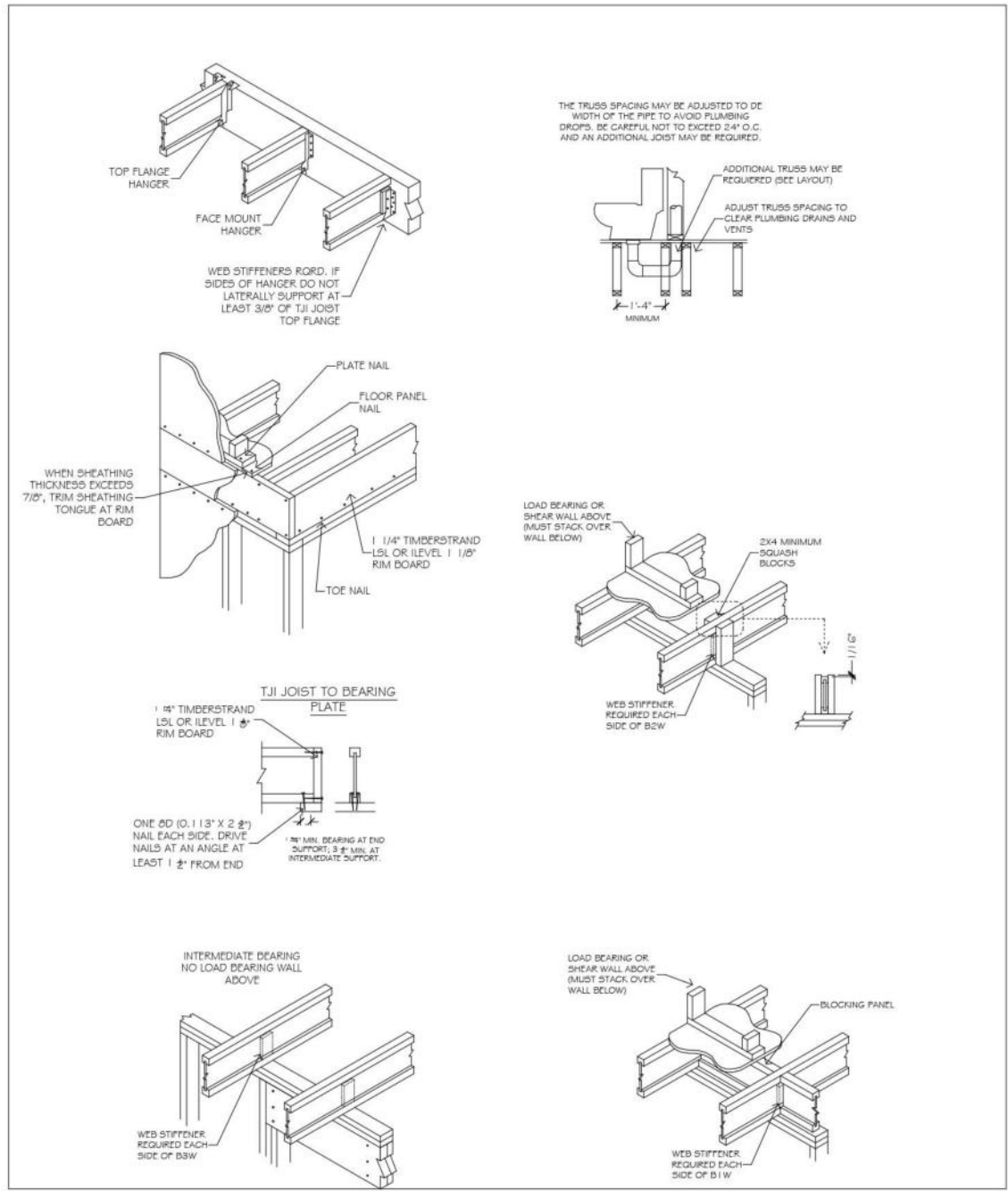


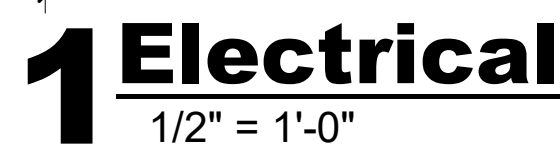
THIS DETAIL SHEET IS MEANT TO OFFER ONE METHOD TO COMPLY WITH THE BUILDING CODE REQUIREMENTS OF THE T.C.P.I.A. AND, THUS, MAKE THE STRUCTURE ELIGIBLE TO OBTAIN WINDSTORM INSURANCE FROM THE T.C.P.I.A. THE BUILDER MUST OBTAIN A "BUILDING GUIDELINES MANUAL" FROM THE T.C.P.I.A. AND COMPLY WITH IT.



1 Ceiling Framing Plan
1/2" = 1'-0"

DETAILS FRAMING





	10 1/2" SPEAKER	\$	SINGLE PUP DETECT	
	REARWARD MICROPHONE	\$	SINGLE PUP DETECT	
	10 1/2" VHS 10' SOUND	\$4	10" PUP IMP	
	REARWARD MICROPHONE	\$	10" PUP IMP	
	10 1/2" VHS 10' SOUND	\$	10" PUP IMP	
	REARWARD MICROPHONE	\$	10" PUP IMP	
	10 1/2" VHS 10' SOUND	\$	10" PUP IMP	
	REARWARD MICROPHONE	\$	10" PUP IMP	
	10 1/2" VHS 10' SOUND	\$	10" PUP IMP	
	REARWARD MICROPHONE	\$	10" PUP IMP	
	10 1/2" VHS 10' SOUND	\$	10" PUP IMP	
	REARWARD MICROPHONE	\$	10" PUP IMP	
	10 1/2" VHS 10' SOUND	\$	10" PUP IMP	
	REARWARD MICROPHONE	\$	10" PUP IMP	
	10 1/2" VHS 10' SOUND	\$	10" PUP IMP	
	REARWARD MICROPHONE	\$	10" PUP IMP	
	10 1/2" VHS 10' SOUND	\$	10" PUP IMP	
	REARWARD MICROPHONE	\$	10" PUP IMP	

- GENERAL ELECTRICAL NOTES
1. ALL ELECTRICAL DEVICES AND WORK SHALL COMPLY WITH THE HIGHEST STANDARD OF THE GOVERNING ELECTRICAL CODE.
 2. PERFORMANCE STANDARDS SHALL CONFORM TO ALL APPLICABLE CODES AND REGULATIONS AS ESTABLISHED BY GOVERNING AND APPROVAL AGENCIES.
 3. ALL DEVICES SHALL BE U.L. APPROVED AND BEAR U.L. LABELS.
 4. ALL ELECTRICAL WORK SHALL BE IDENTIFIED BY A LABEL AS BE NOTED ON THESE DRAWINGS.
 5. SWITCH AND DUPLEX OUTLETS OF MULTIPLE SWITCHES UP TO (4) FOUR WHEN SHOWN ON EACH OF EACH OF THE PLAN SHALL BE GROUPED UNDER (1) ONE PLATE.
 6. VERIFY SERVICES AND LOCATION REQUIREMENTS FOR ALL APPLIANCES AND MECHANICAL EQUIPMENT PRIOR TO INSTALLATION.
 7. PROVIDE A MINIMUM OF TWO SEPARATE 20 AMP CIRCUITS TO KITCHEN APPLIANCES.
 8. PROVIDE A MINIMUM OF ONE SEPARATE 20 AMP CIRCUIT TO LAUNDRY.

Legal Description
LOT 9, BLOCK 2

Date:	5/3/2023	Scale	1/2" = 1'-0"
Drawn by: Projects & Construction Araque			

8

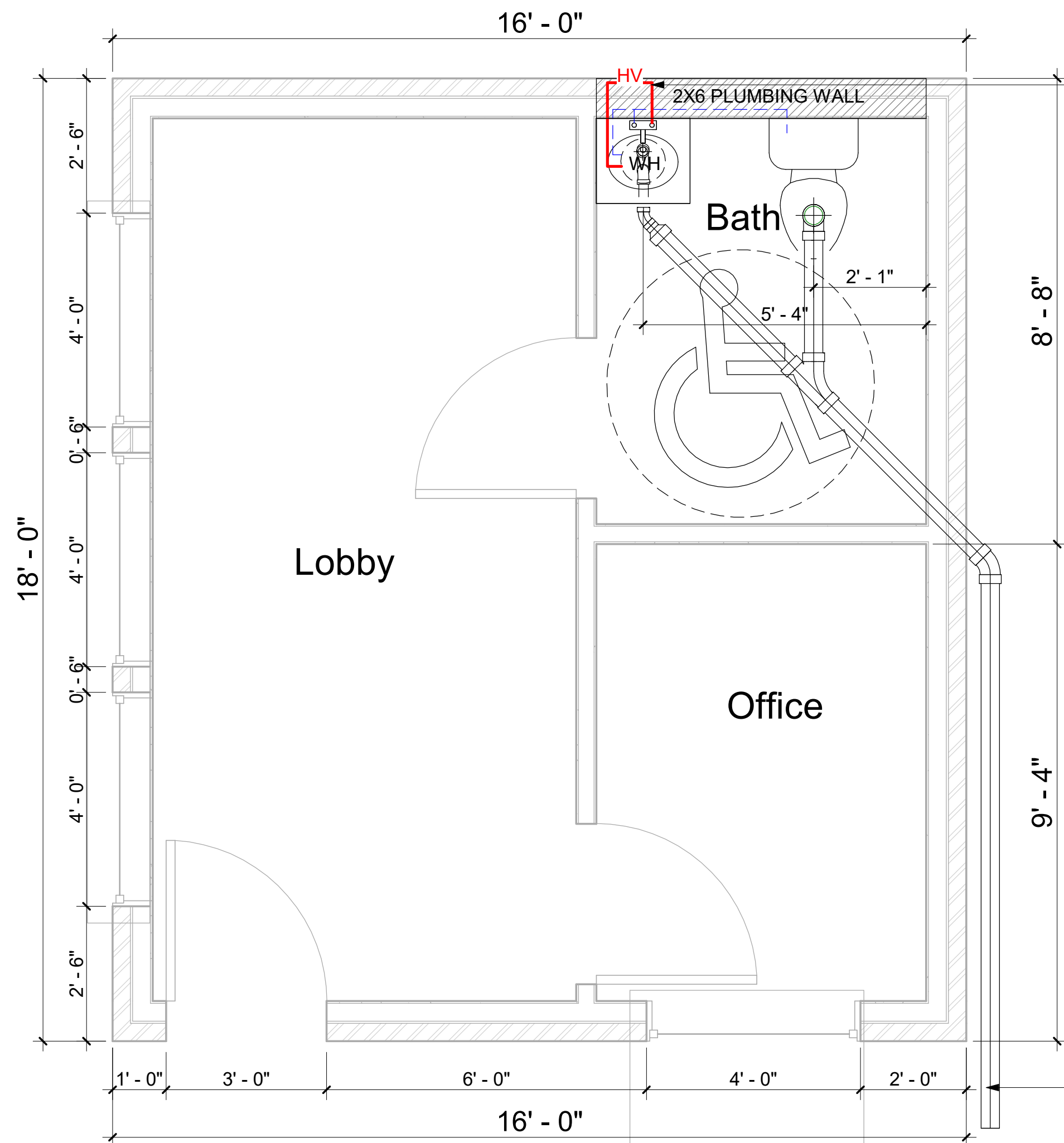
PLUMBING LEGEND	
SYMBOL	ITEM DESCRIPTION
	SANITARY SEWER
	HOT WATER
	COLD WATER

SIZING FOR DRAINPIPPES		
PIPE SIZE	MAXIMUM FIXTURE UNITS FOR HORIZONTAL DRAIN	MAXIMUM FIXTURE UNITS FOR VERTICAL DRAIN
1/4"	1	1
1/2"	1 (except sinks)	2
3/4"	6	16
1"	14	32
1 1/2"	38	48
2"	224	288

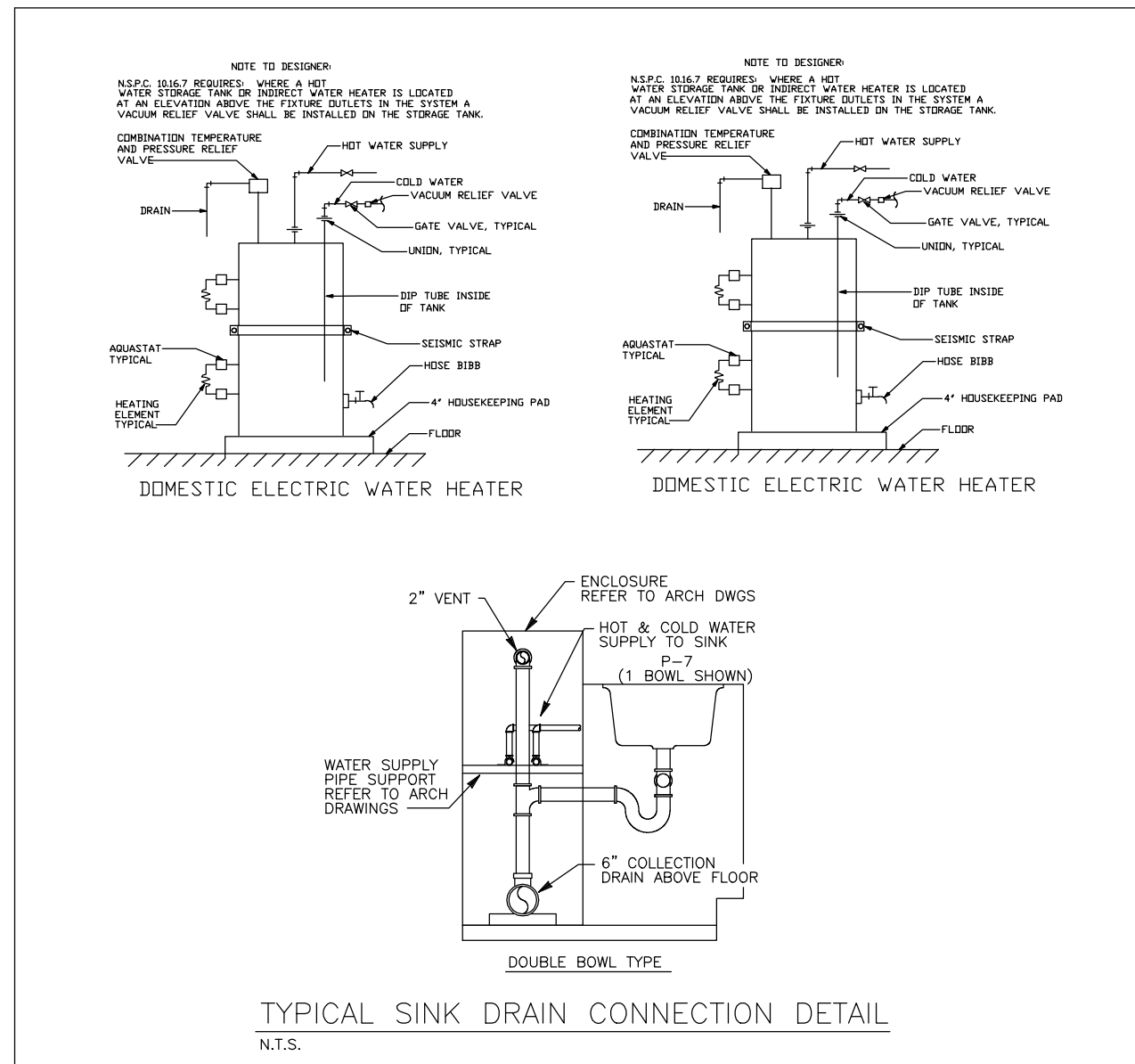
CRITICAL DISTANCES FOR VENT DRAINPIPPES		
SIZE FOR FUTURE DRAIN	MINIMUM VENT SIZE	CRITICAL DISTANCE
1/4"	1/4"	2'-10"
1/2"	1/4"	3'-10"
3/4"	1/2"	6'
1"	3/4"	6'
1 1/2"	1"	10'

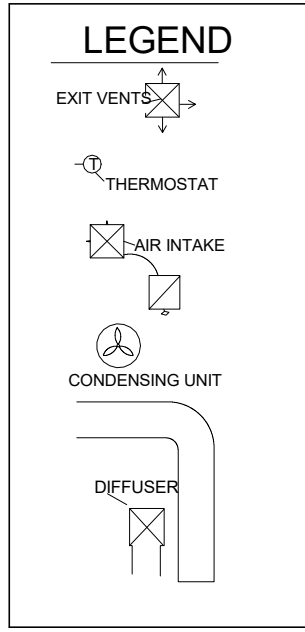
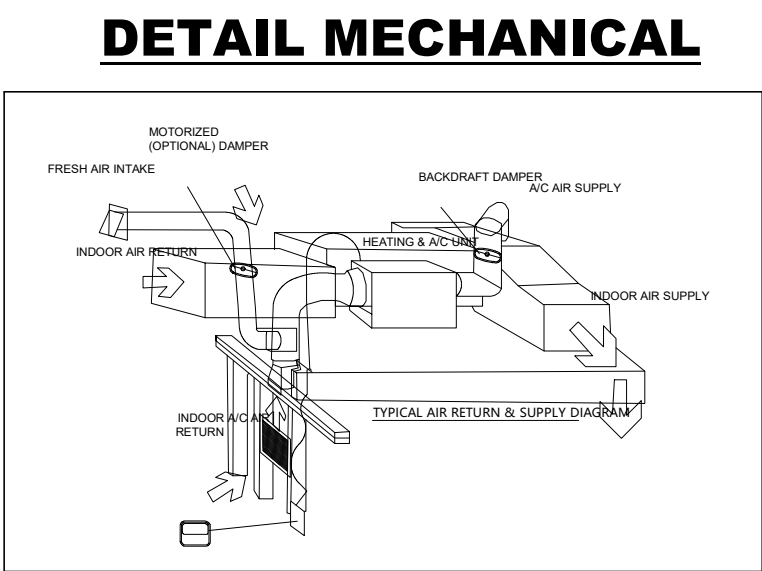
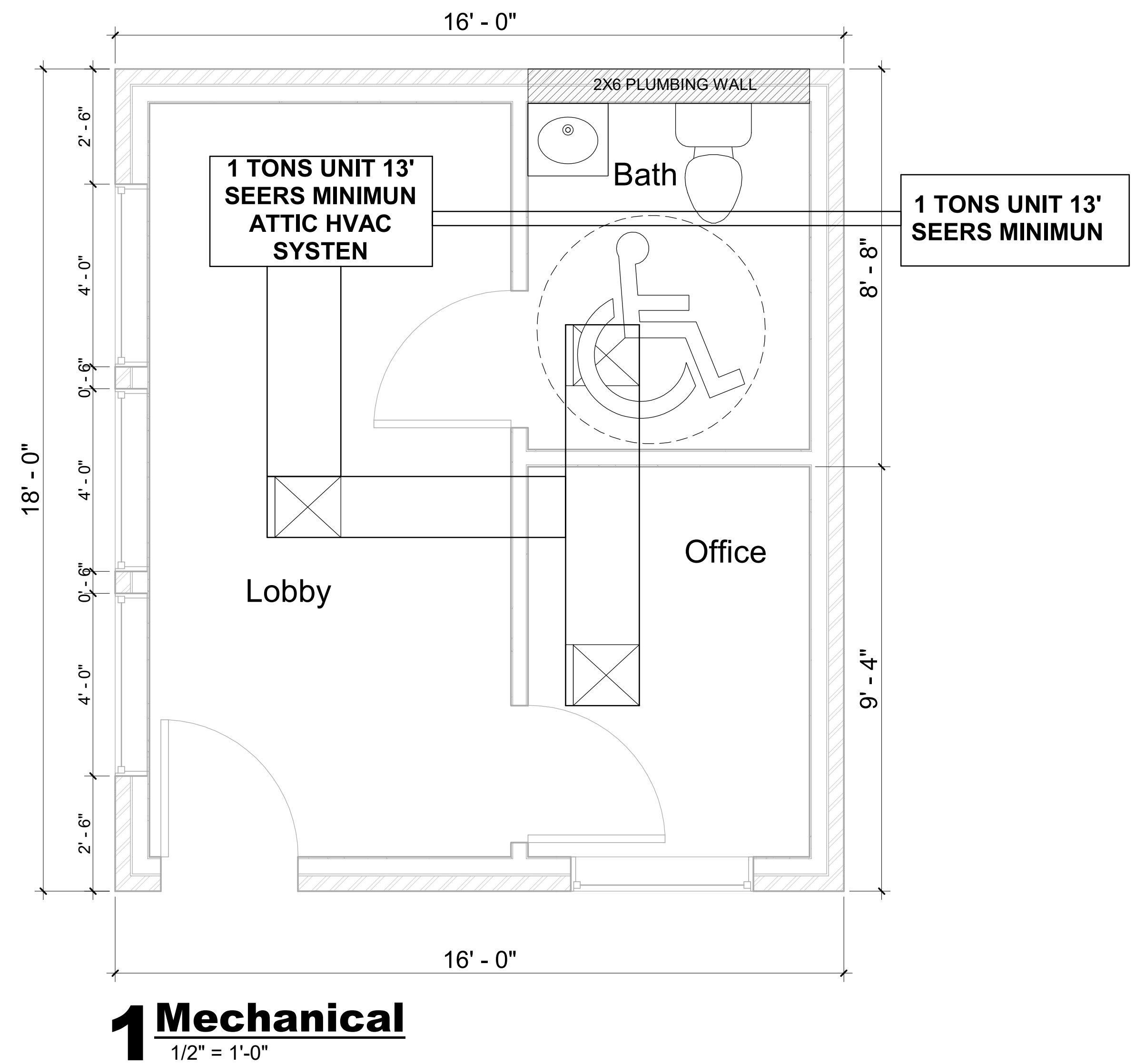
CRITICAL DISTANCES FOR VENT DRAINPIPPES		
SIZE FOR FUTURE DRAIN	MINIMUM VENT SIZE	CRITICAL DISTANCE
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1/2"	1/4"	3'-10"
3/4"	1/2"	6'
1"	3/4"	6'
1 1/2"	1"	10'

SIZING FOR WATER SUPPLY RISERS					
Minimum pipe diameter:			Minimum pipe diameter:		
WATER TEMP:	COLD	HOT	WATER TEMP:	COLD	HOT
Tub	3/4"	3/4"	Bar sink	3/4"	3/4"
Bathtub	1 1/2"	1 1/2"	Dishwasher	3/4"	3/4" to 1/2"
Lavatory sink	3/4"	3/4"	Washing machine	1/2"	1/2"
Shower	1 1/2"	1 1/2"	Lavatory sink	1/2"	1/2"
Bar sink	3/4"	3/4"	Water heater	3/4"	3/4"
Kitchen sink	1 1/2"	1 1/2"	Hose bibb	1/2" to 3/4"	1/2" to 3/4"

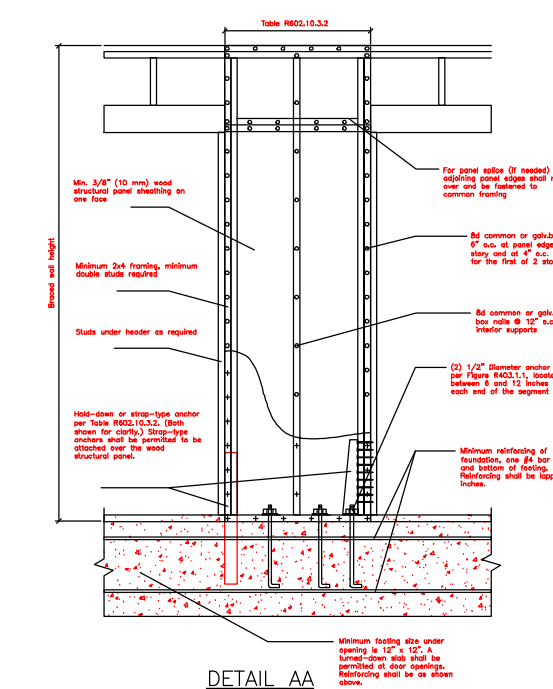
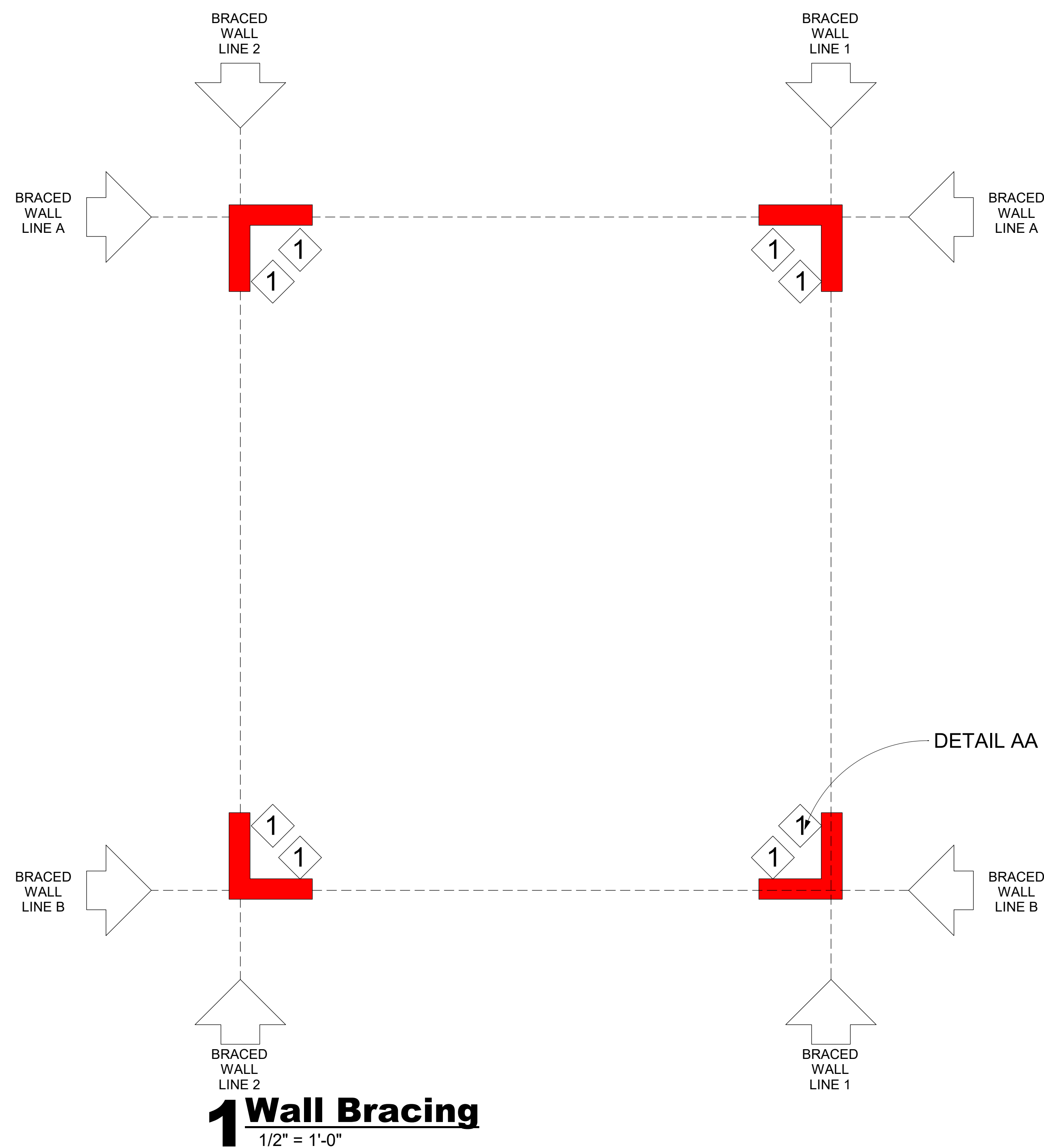


1 Plumbing
1/2" = 1'-0"



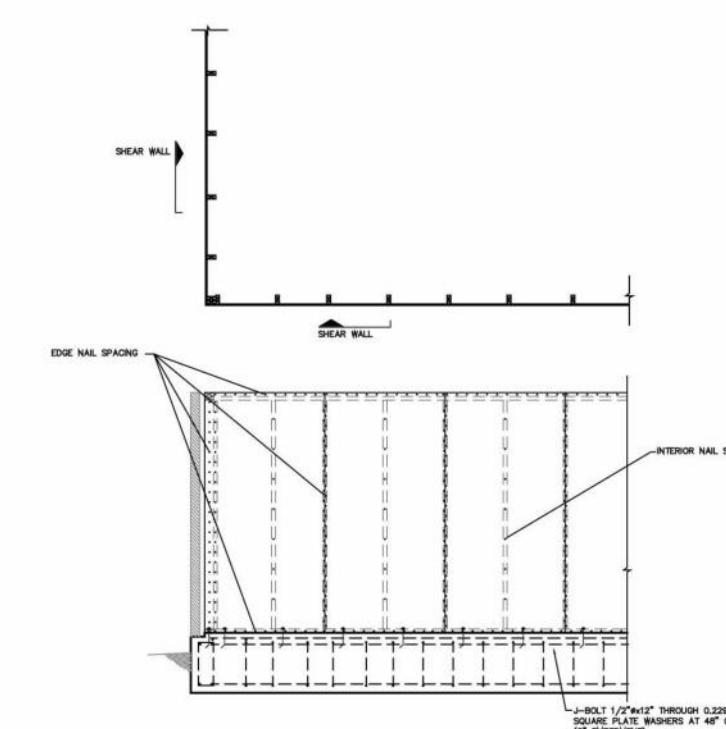
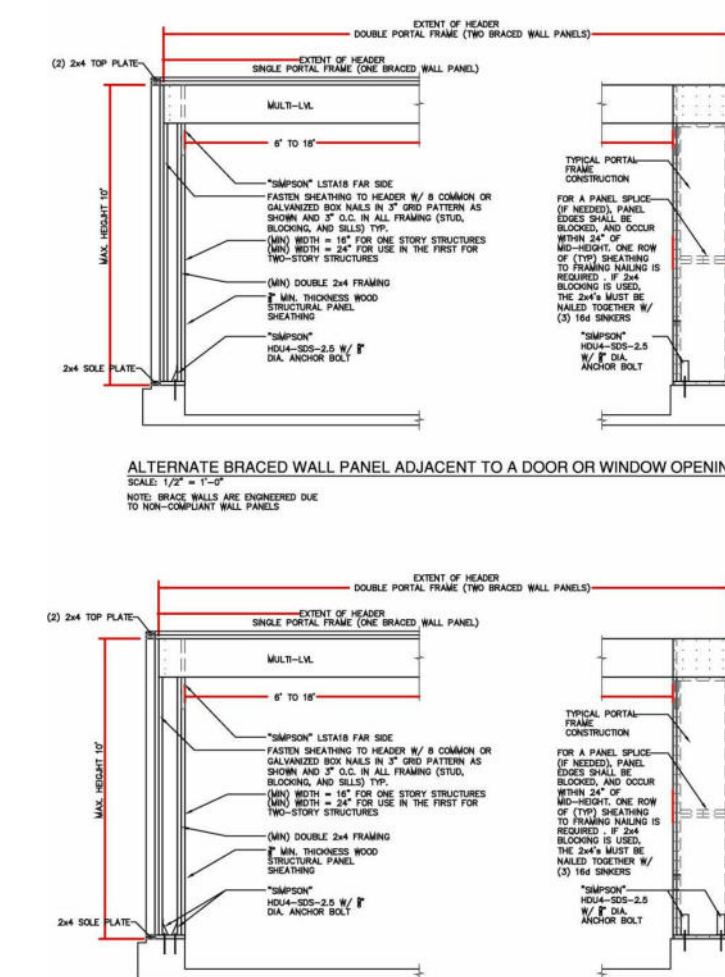
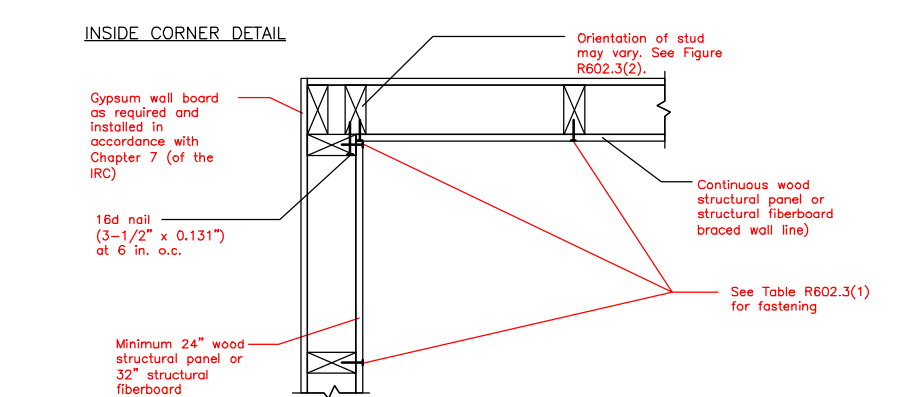
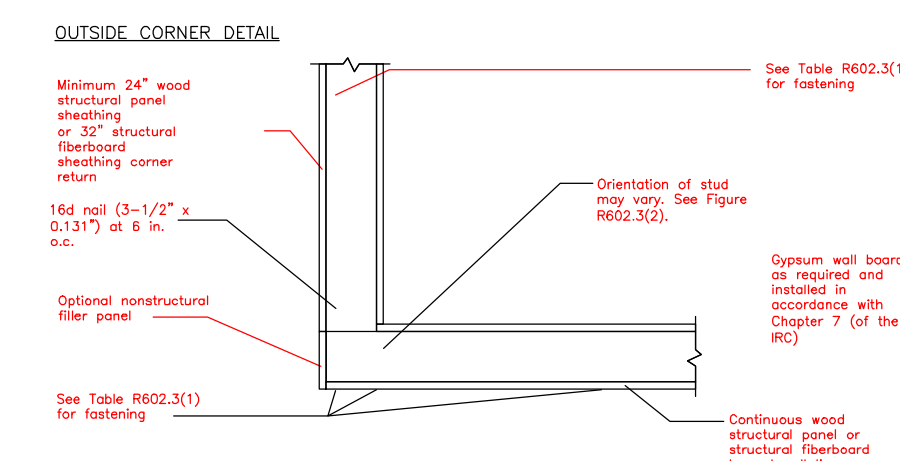


DETAIL AA



DESIGN SPECS:

- 1-WIND SPEEDS <115 MPH, 1-STORY, 8FT WALL HEIGHT
- 2-METHOD USED: CS-WSP (CONTINUOUSLY SHEATED WOOD STRUCTURAL PANEL
- 3-MIN. WSP: 3/8".
- 4-DESIGN COMPLIES WITH 2018 IRC REQUIREMENTS
- 5-IF TOP PLATE HEIGHT IS 12", PROVIDE 2X4 CONTINUOUS STUDS @16 O.C. ABOVE 12" TOP PLATE HEIGHT, USE 2X6 STUDS @16 O.C
- 6-1/4" DIAMETER CONCRETE ANCHOR SHALL BE USED AT 3' SPACING TO SECURE SILL PLATE FOR STUD WALLS EMBEDDED 6" INTO CONCRETE.



DETAIL NOTES:

1. 2" MIN. RAIL AND 3/8" X 6" MIN. NAIL SPACING 6" MIN. NAILED AT 4" ON GROUND PANEL EDGES AND 6" INTERIOR TOWARD JOISTS. PROVIDE 18" NAILED PENETRATION INTO FRAMING. USE FORMER RAILING BOTS ABOVE TOP PLATES

CONTINUOUS SHEATHED WOOD STRUCTURAL PANEL, CS-WSP
 NOT TO SCALE

NO.	MATERIAL	MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA
WSP	WOOD STRUCTURAL PANEL, SECTION	3/4"		FOR EXTERIOR SHEATHING (see TABLE RES2.3/2) FOR INTERIOR SHEATHING (see TABLE RES2.3/3)

LEGEND

① 48" Braced Wall Panel
Structural Sheathing

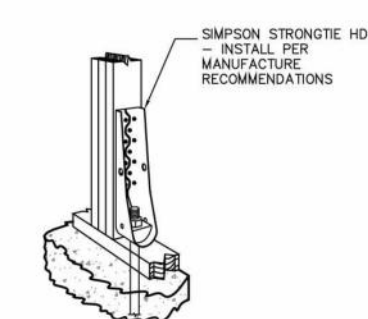
Note: If 48 inches are not available in the field, use a minimum of 30", unless otherwise noted.

Adopted Codes:

2018 International Residential Code

2017 National Electrical Code

2018 International Energy Conservation Code



HOLD DOWN
SCALE: 1" = 1'-0"

THESE PLANS ARE INTENDED TO PROVIDE BASIC CONSTRUCTION INFORMATION NECESSARY TO SUBSTANTIALLY BUILD THIS STRUCTURE. THESE PLANS MUST BE VERIFIED AND CHECKED BY THE BUILDER, HOMEOWNER, AND ALL CONTRACTORS OF THIS JOB PRIOR TO CONSTRUCTION. BUILDER SHOULD OBTAIN COMPLETE ENGINEERING SERVICES, HAZARD AND STRUCTURAL BEFORE BEGINNING CONSTRUCTION OF THIS HOME. NOTE: FEDERAL, STATE, LOCAL CODES AND RESTRICTIONS TAKE PRECEDENCE OVER ANY PART OF THESE PLANS.

GREAT CARE AND EFFORT HAVE GONE INTO THE CREATION OF THESE BLUEPRINTS. HOWEVER, BECAUSE OF THE VARIANCE IN GEOGRAPHIC LOCATIONS, WILL NOT ASSUME LIABILITY FOR ANY DAMAGES DUE TO ERRORS, OMISSIONS, OR DIFFERENCES ON THESE PLANS. OWNER/BUILDER MUST OBTAIN ALL NECESSARY LOCAL PERMITS PRIOR TO BEGINNING OF CONSTRUCTION. THE PURCHASE OF THESE PLANS ENTITLES THE BUYER TO CONSTRUCT THIS HOUSE ONLY ONCE. ANY COPYING, TRACING, OR ALTERING OF THESE PLANS IS NOT PERMITTED. ANY VIOLATION OF THESE TERMS WILL BE CONSIDERED A BREACH OF LAW.

Project Name & Address
510 E RED BIRD LN
DUNCANVILLE, TX 75116

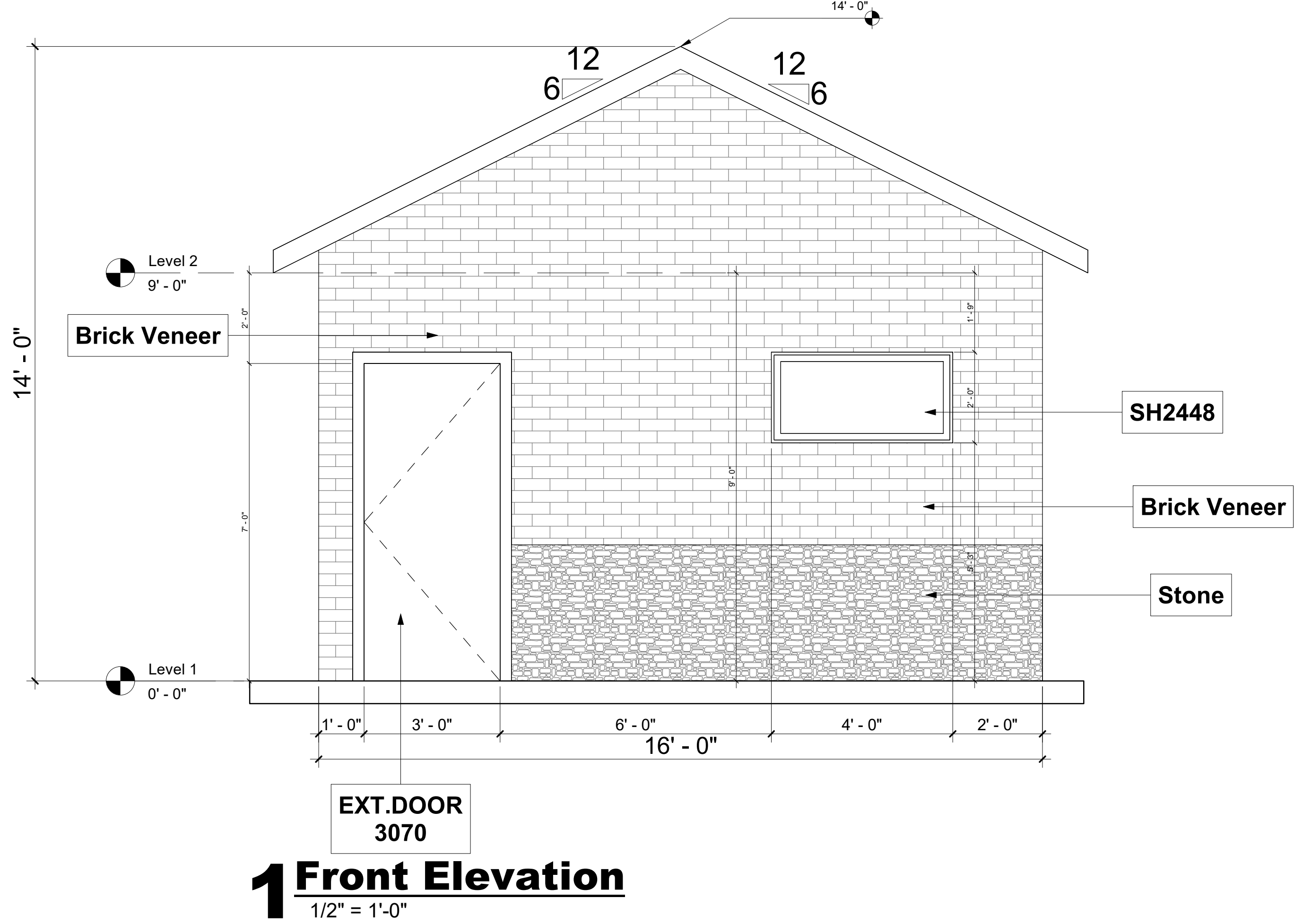
Legal Description
LOT 9, BLOCK 2

WALL BRACING

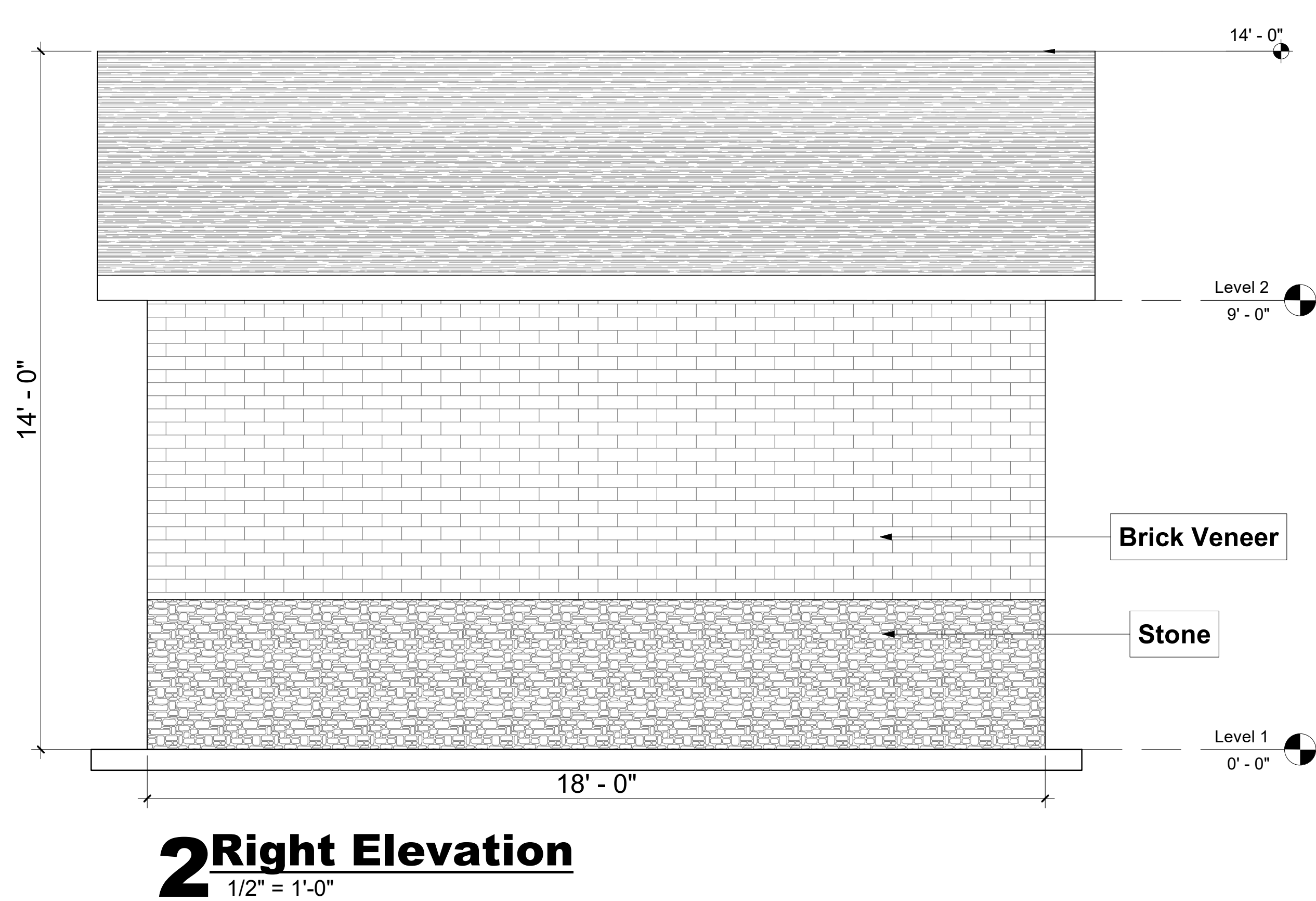
Date:	5/3/2023	Scale	1/2" = 1'-0"
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Drawn by: Projects & Construction Araque

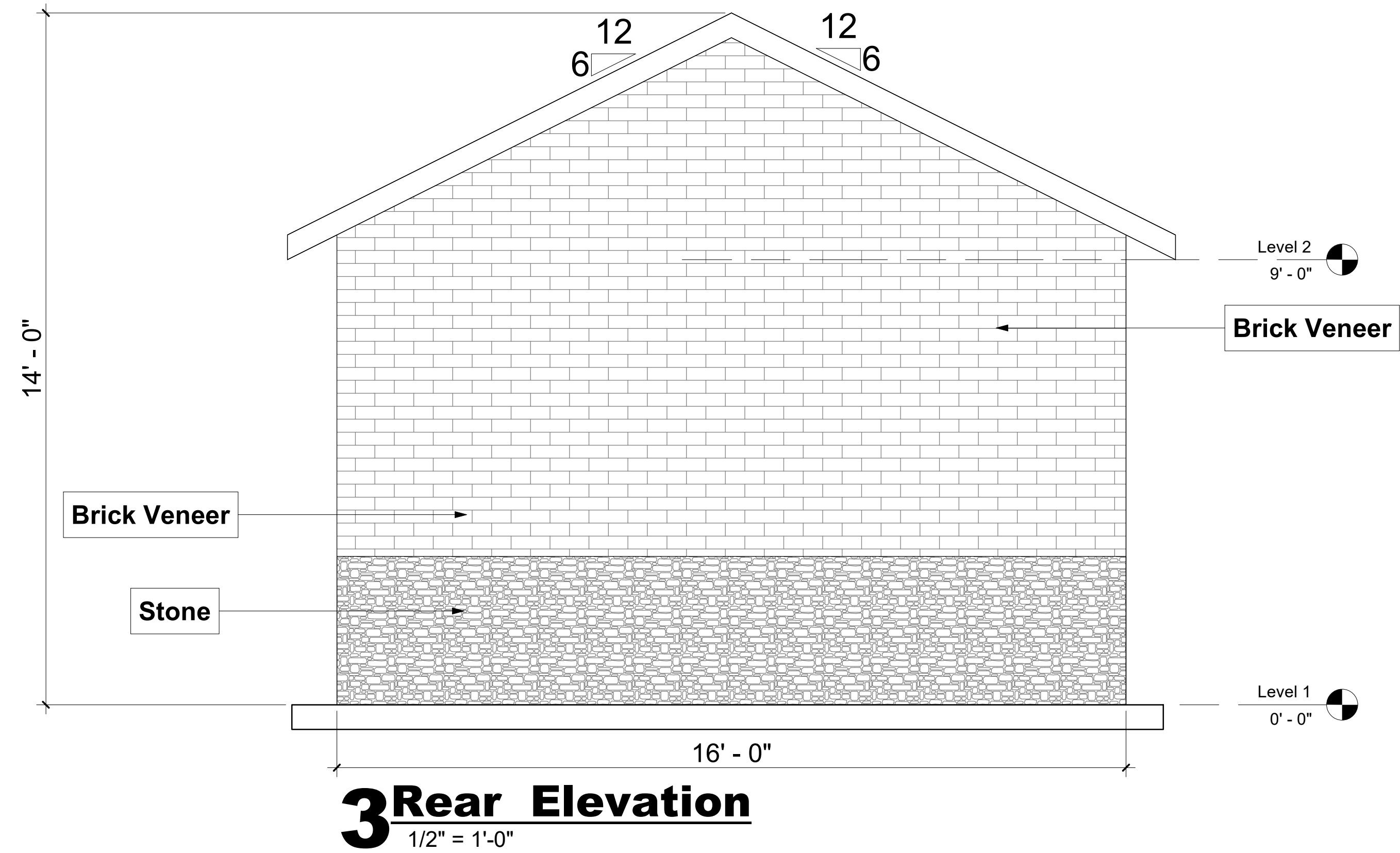
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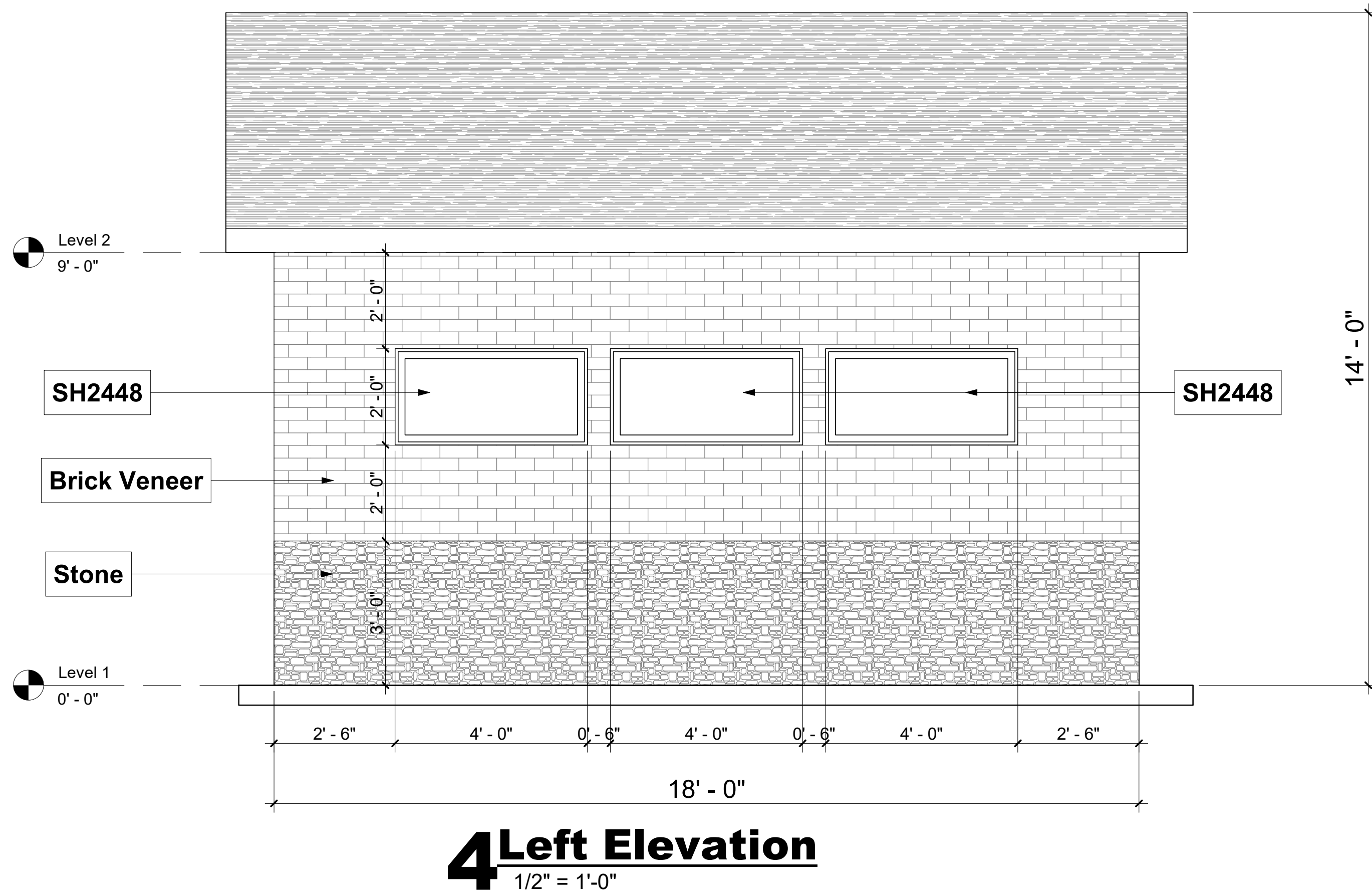
1 Front Elevation
1/2" = 1'-0"



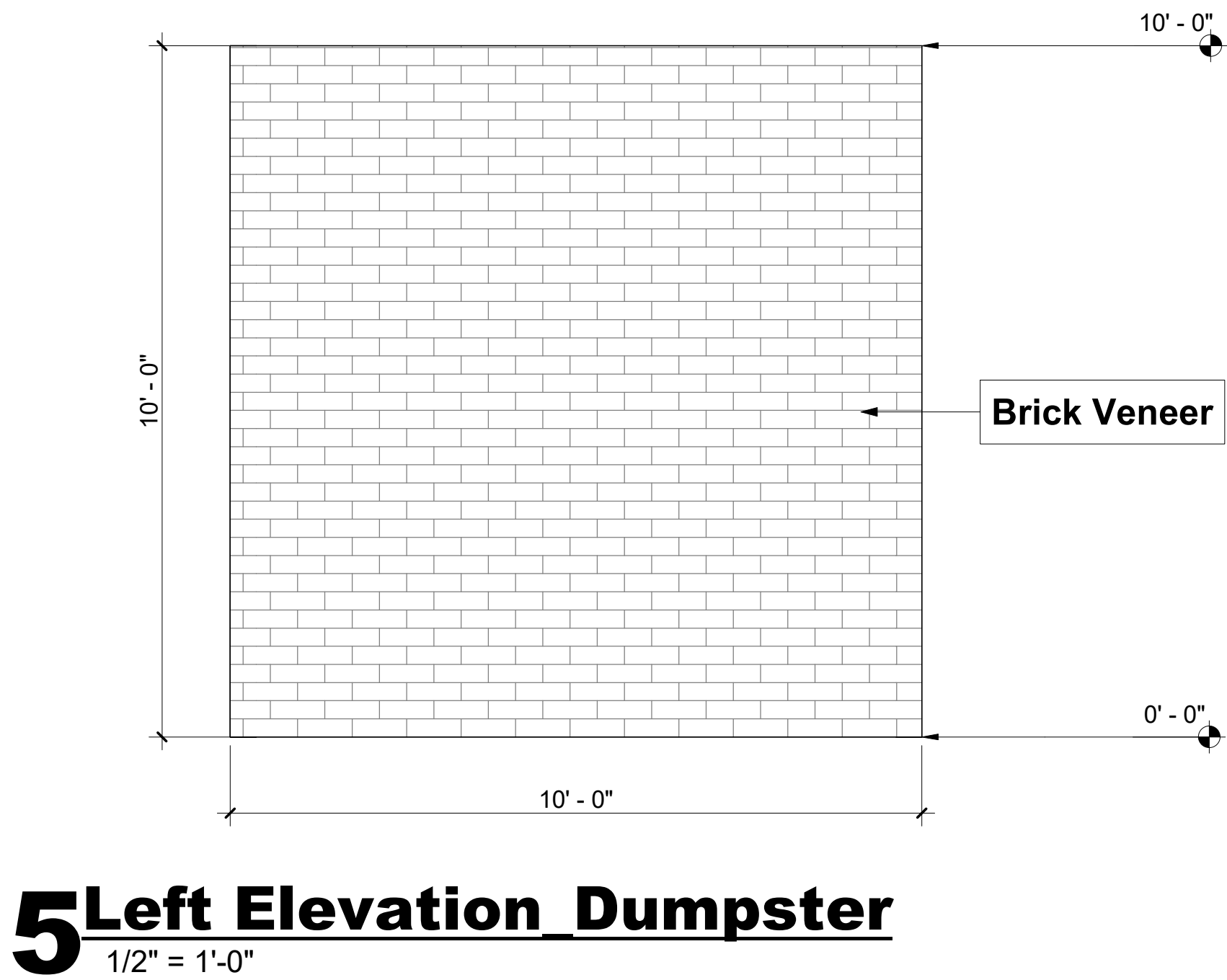
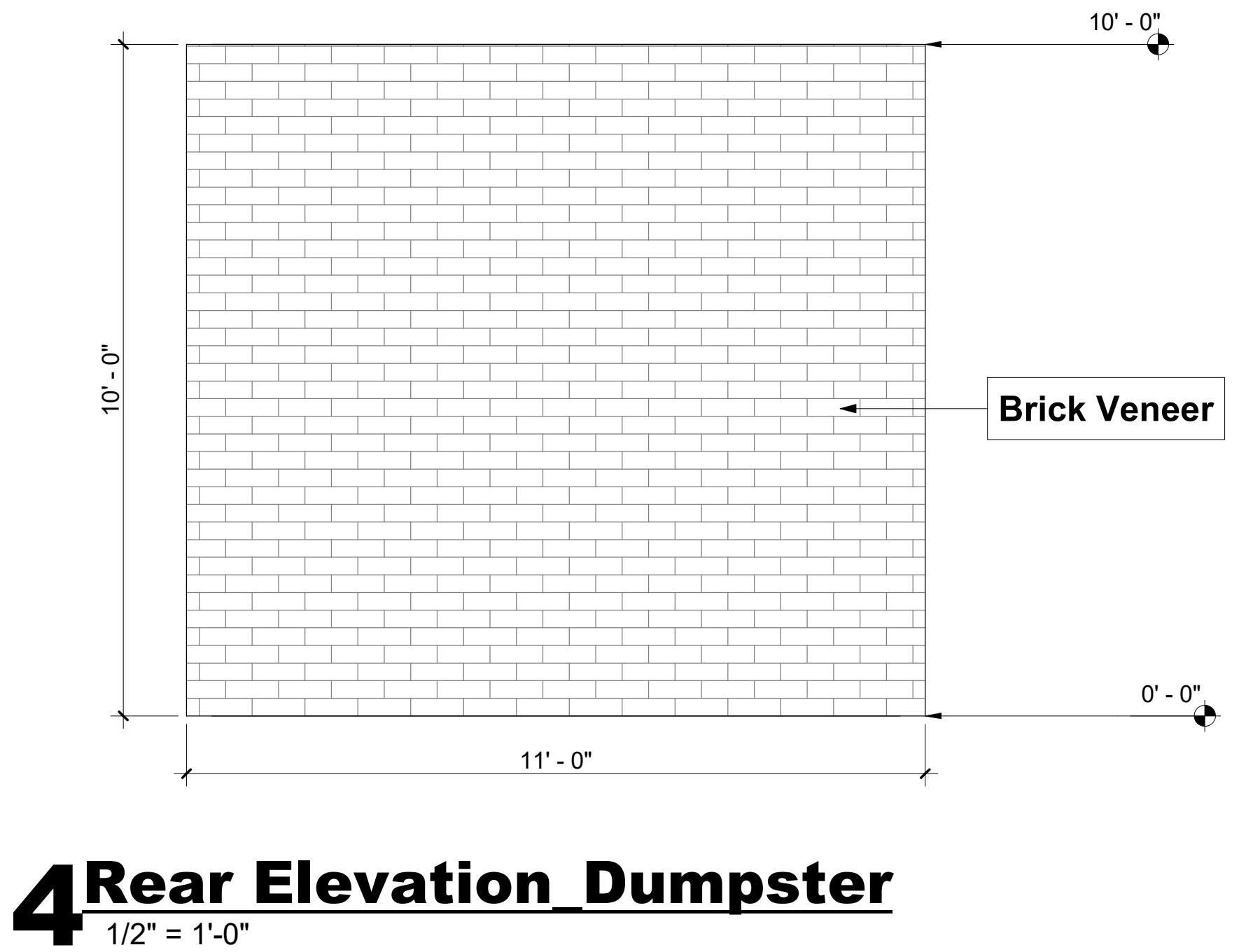
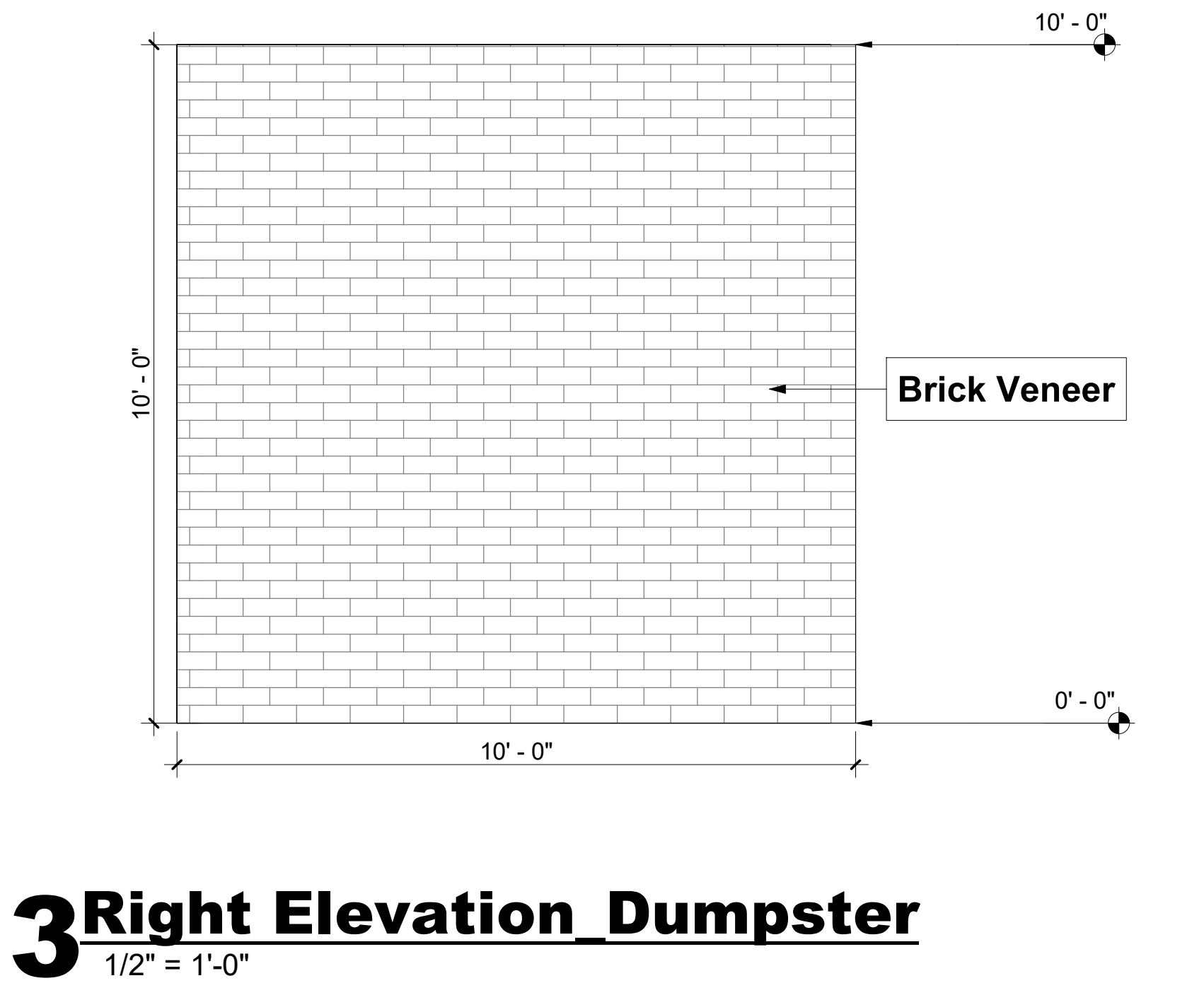
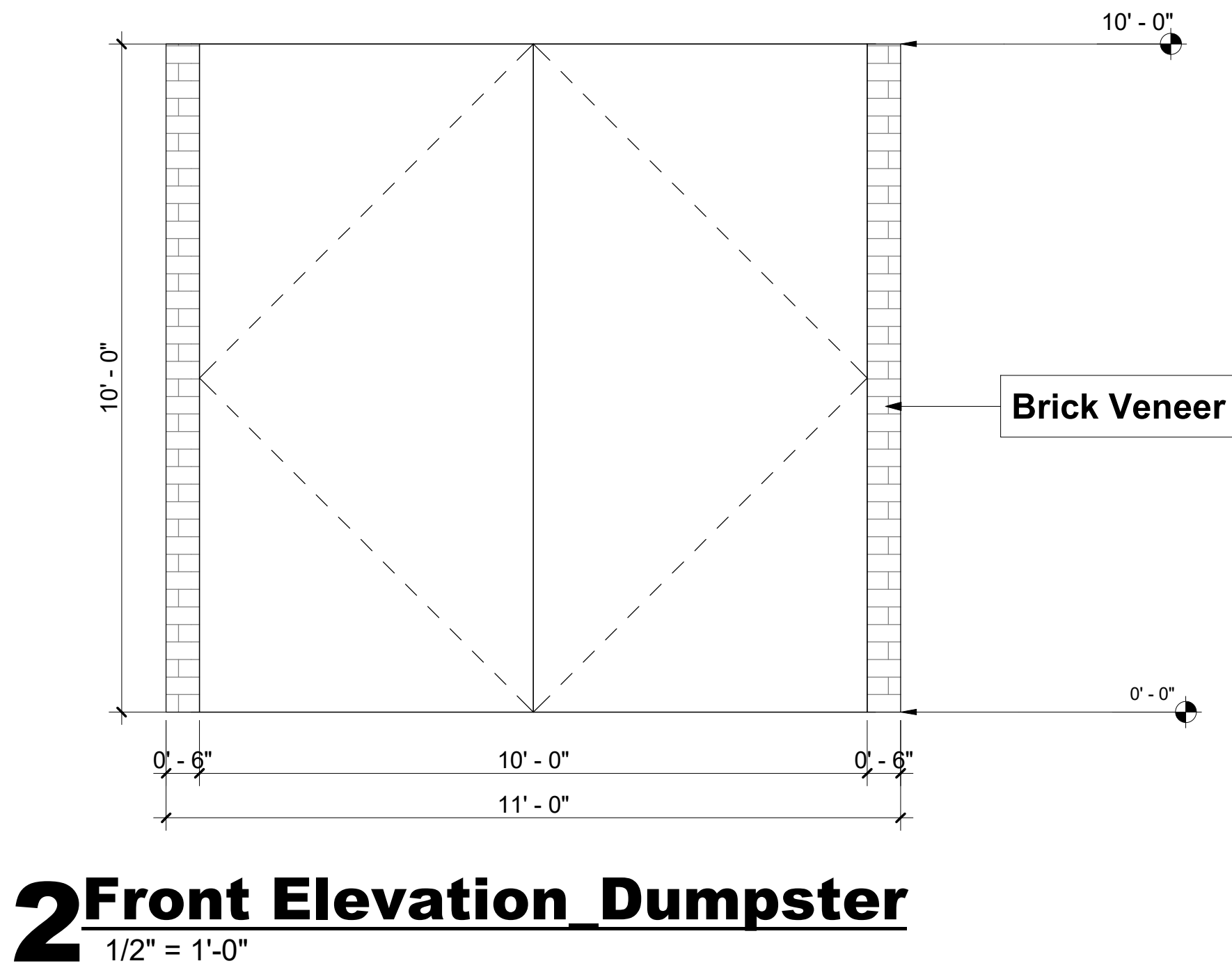
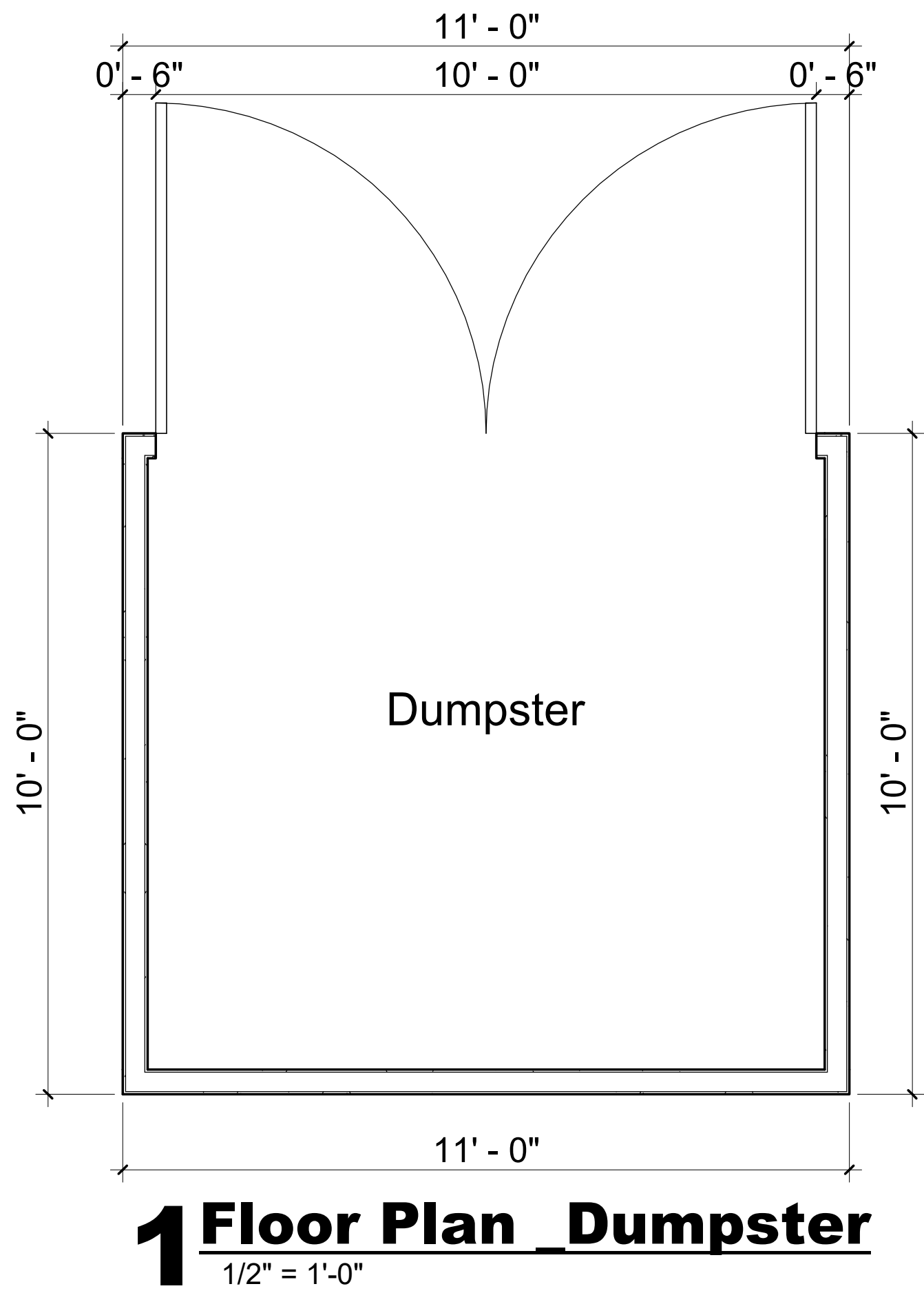
2 Right Elevation
1/2" = 1'-0"

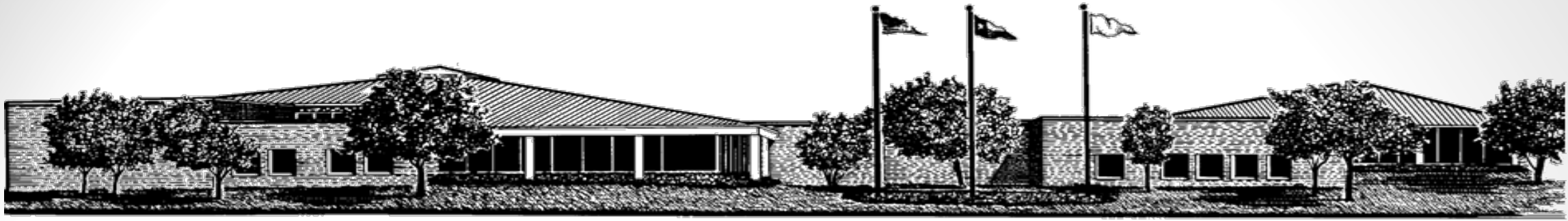


3 Rear Elevation
1/2" = 1'-0"



4 Left Elevation
1/2" = 1'-0"





FIRE DEPARTMENT QUARTERLY UPDATE

OCTOBER 21, 2025

CHRIS CONNEALY, FIRE CHIEF

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Staffing

- **Vacancies**

- (1) Current vacancy

- **Civil Service Entrance Exam**

- The next Civil Service Entrance Exam is scheduled for Saturday, November 15, 2025.

- **Paramedic School**

- FF/EMT-P Colton Broeske graduated Paramedic School on August 1, 2025.
- FF/EMT Casey Vincent and FF/EMT Riley Deaton are currently attending Paramedic School at Cedar Valley College. They're scheduled to graduate in late November 2025.
- FF/EMT Brenden Villanueva, FF/EMT Caleb Stith and FF/EMT Casey Sneed begin Paramedic School at Brookhaven College in November 2025.

Staffing

- **Promotional Test**

- The Captain and Engineer promotional test are scheduled for October 21, 2025.

- **Recent Promotions**

- Captain James Leary promoted to Assistant Chief on August 11, 2025.
- Deputy Fire Marshal David Carpenter promoted to Fire Marshal on August 11, 2025.
- FF/EMT-P Logan Henry promoted to Deputy Fire Marshal on August 11, 2025.

Accomplishments:

- **First Due Fire Records Management System**

- The Department is currently working to implement the First Due Records Management System which will significantly enhance data analysis and reporting.
- Assistant Chief Leary, EMS Chief Bragg, and Executive Assistant Lacey Freeman attended the First Due Unify Conference in Kansas City, MO, September 29th – October 2nd.



Accomplishments:

- **Deployment**

- Regional Emergency Management Coordinator, Lauren Sanchez, deployed to Kerrville, TX from July 9th to July 20th to assist with flood recovery efforts as part of the State's Task Force.



Accomplishments:

- **Federal Procurement Training**
 - Regional Emergency Management Coordinator, Lauren Sanchez, and Regional Emergency Management Assistant, Kevin Bradley attended the Federal Procurement Training held by the State and Point of Distribution (POD).
- **Update of Emergency Operation Plan Annex G & I**
 - Lauren Sanchez updated Emergency Operation Plan Annex G (law enforcement) and Annex I (public information) for State submission.
- **Debris Contracts**
 - Completed renewal of Duncanville's Debris Removal and Debris Monitoring stand-by contracts and completed new awards for the cities of DeSoto and Lancaster Debris Monitoring stand-by contracts.

Accomplishments:

- **Best Southwest C.E.R.T.**
 - Facilitated monthly Community Emergency Response Team (C.E.R.T.) meetings and provided training on damage assessments and live fire extinguisher training.



Accomplishments:

- **National Homeland Security Conference**
 - EMC Sanchez and EM Specialist Bradley attended the National Homeland Security Conference in Washington DC from August 25th – August 28th.
- **Regional School Safety Meetings**
 - Coordinated Regional School Safety Meetings with all four cities ISDs and Charter Schools to increase collaboration.
- **Dallas County Hazardous Mitigation Plan**
 - Received Dallas County Hazard Mitigation Plan 2025 – 2030 approval for all four cities.
- **Regional Safe Room Grant Program**
 - Continue to manage the Regional Safe Room Grant Program for all four cities. First safe room installation was completed in Cedar Hill. There are still 35 spots for any residents interested in participating.

Accomplishments:

- **Best Southwest Emergency Preparedness Fair**
 - Held the 3rd Annual Best Southwest Emergency Preparedness Fair on Saturday, September 13th in DeSoto.
 - 16 local organizations shared critical safety information with all 44 attendees.

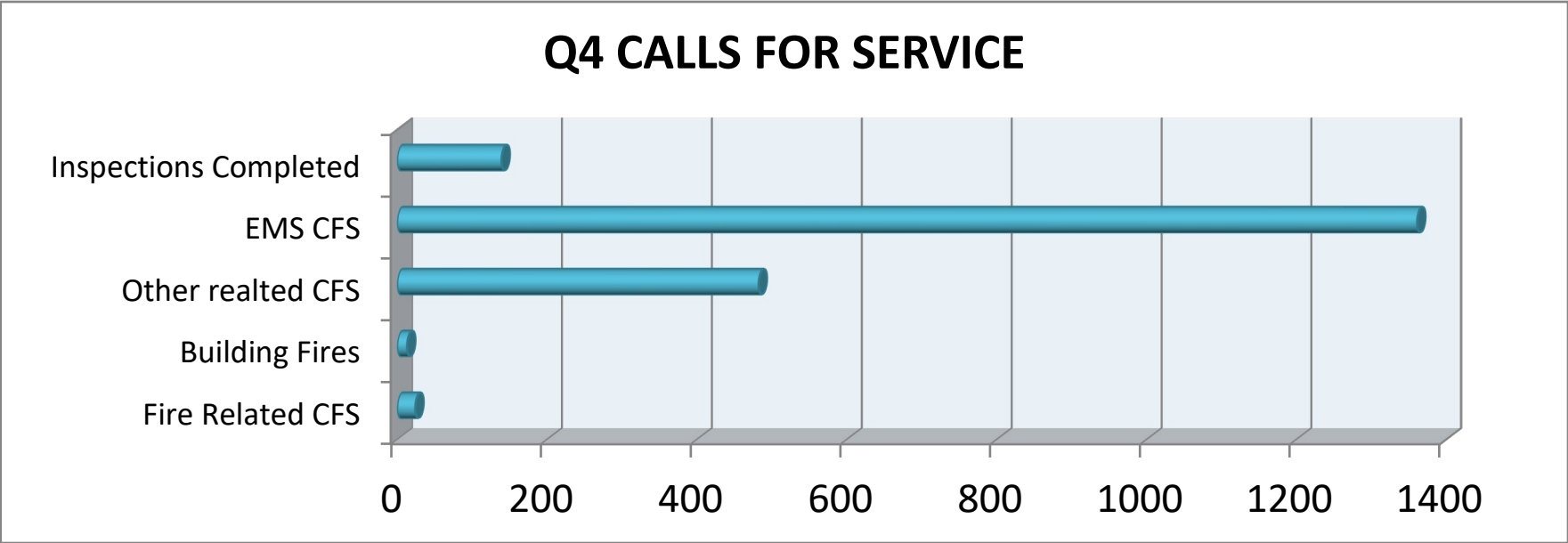


Projects Underway:

- **Deputy Fire Marshal Training**
 - Deputy Fire Marshal Logan Henry currently working to obtain his Fire Inspector and Fire Investigator certifications through Texas Commission on Fire Protection.
- **Texas Fire Chiefs Association – Best Practices**
 - Continue working on the Fire Department on attaining the Texas Fire Chiefs Association Best Practices Designation by 2029.
- **Insurance Services Office – Class 1**
 - Continue working on the City of Duncanville attaining the Insurance Services Office Class 1 designation.
 - Expect to achieve in 2026.

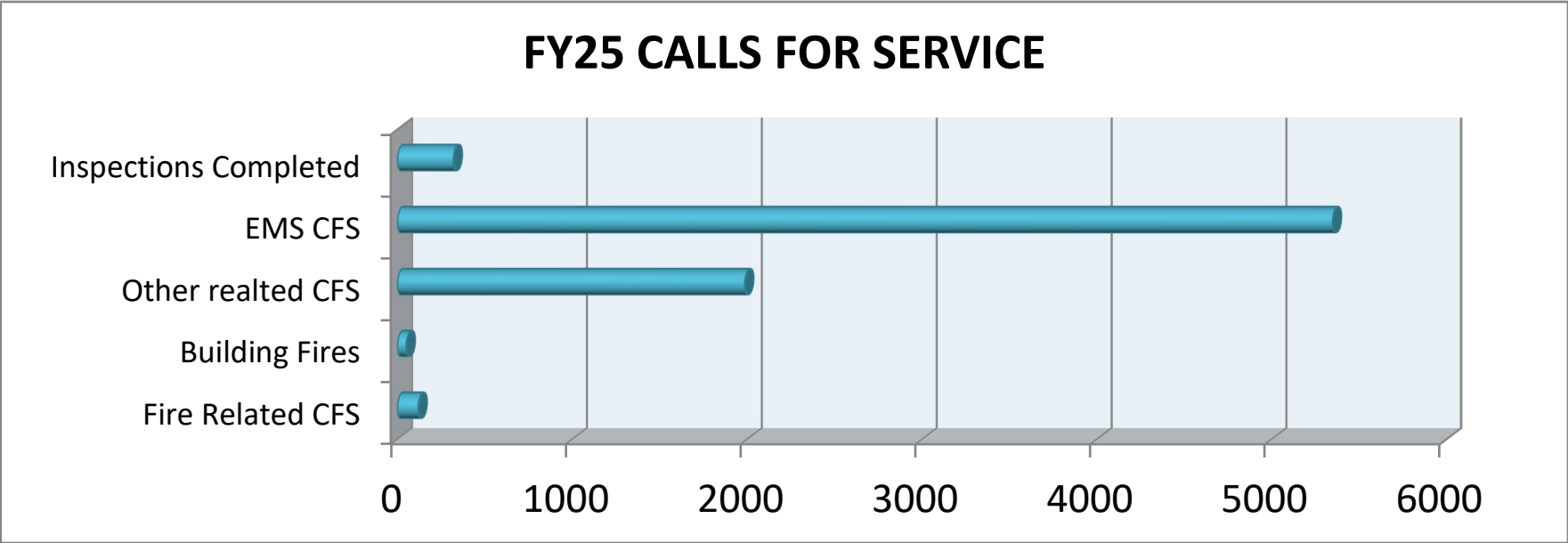
Performance Indicators

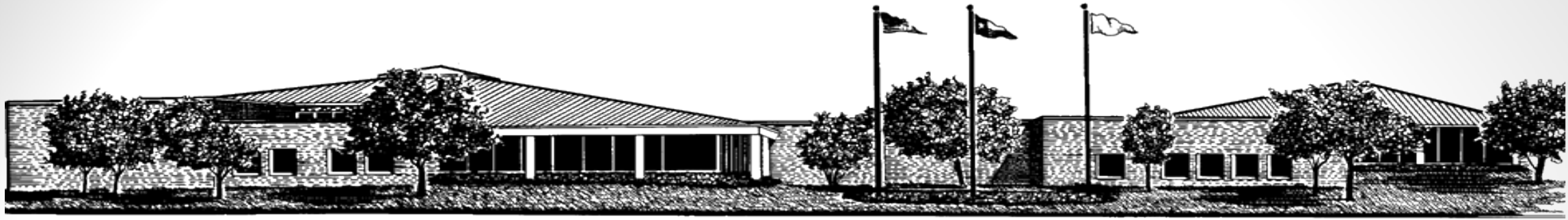
- **Total Calls for Service (Q4)** **1,880**
 - Fire Related CFS: 24
 - Building Fires: 13
 - Other related CFS: 482
 - EMS CFS: 1,361
 - Inspections Completed: 82



Performance Indicators

• Total Calls for Service (FY25)	7,512
○ Fire Related CFS:	121
○ Building Fires:	53
○ Other related CFS:	1,988
○ EMS CFS:	5,350
○ Inspections Completed:	322





QUARTERLY REPORT JULY – SEPTEMBER 2025

OCTOBER 21, 2025

RON WILCOTS, CHIEF OF POLICE



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Staffing/Personnel

- Officers Bond and Perea are in Phase 3 of Field Training and are progressing well. They are expected to complete training the middle of October.
- Officer Gonzalez is beginning Phase 1 of Field Training and has completed his in-service training. He is expected to complete FTO in January.
- Recruits Smith and Sanchez are graduating from TCC on October 8th, and they will begin in-service immediately after.
- Recruits Castro, Denham, and Escudero are progressing well and are expected to graduate in December.
- We currently have 5 vacancies, and we are actively working our current Civil Service list.
 - Active Applicants 23
 - Conditional Job Offers 2
 - Pending Chief Interview 1
 - Active Backgrounds 5
 - Scheduled Oral Boards 3

BECOME A CHAMPION!



**WE
SERVE**



WITH



**HONOR
AND**



INTEGRITY

RECRUITOR@DUNCANVILLEPD.COM



Staff Development

- LT Goodwin attended FBI LEEDA and completed 16 hours of ALERRT-AAIR training.
- Assistant Chief Wilcots attended PERF in Boston.
- Officer Lane Attended ASIST (Applied Suicide Intervention Skills) training.
- Officer Banks attended Drone School in Bryan, Texas
- Detective Berger attended the PIO conference.
- Officer Peterson attended CQB training through TTPOA.
- Officer Marshall became a firearms instructor.
- Three officers (Johnson, Garcia, Lane) attended Advanced Vehicle Contraband training.
- Officer Hernandez attended the CIT training in McAllen, and he is now certified to teach the class.



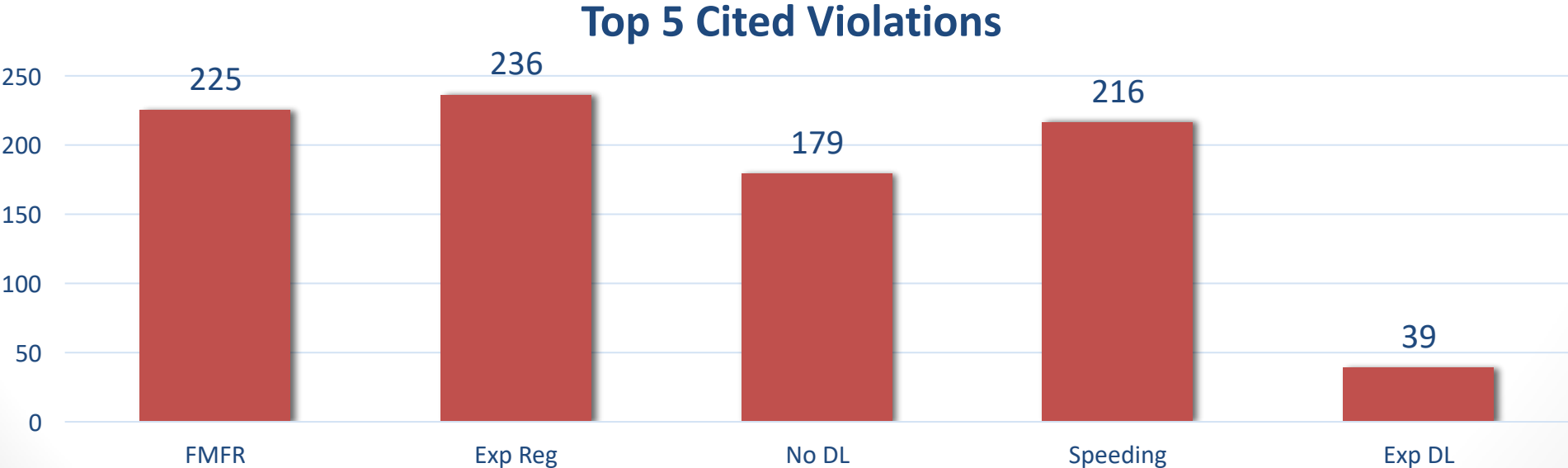
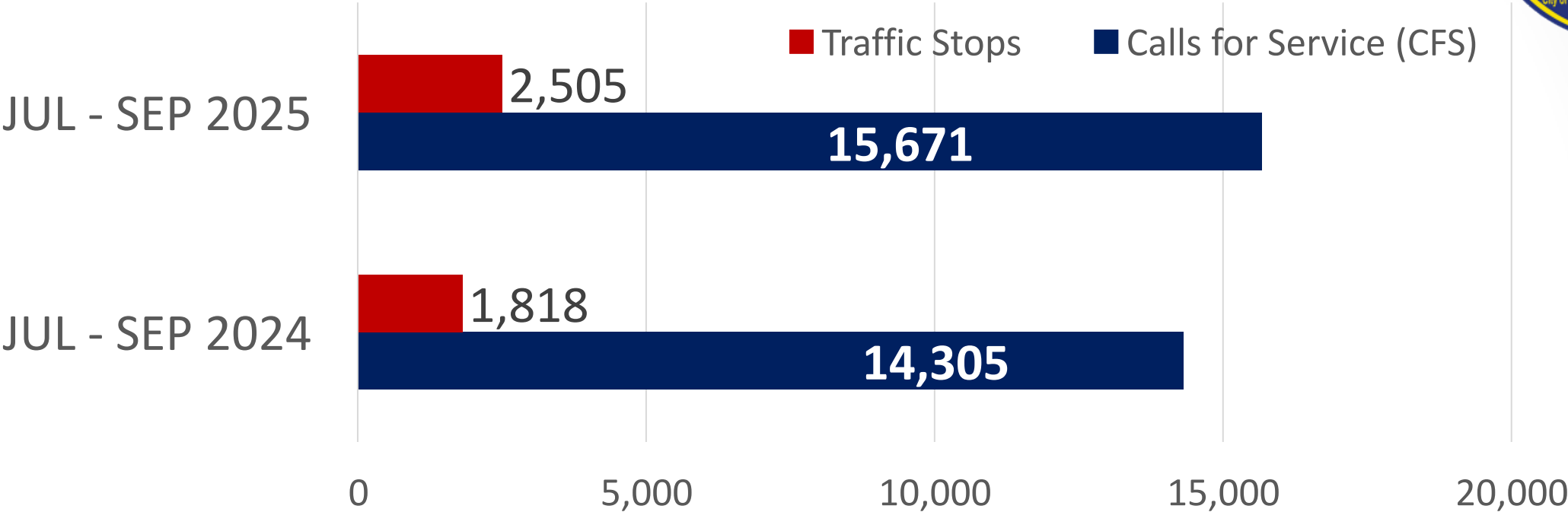
R.I.S.E Unit Quarterly Activity

Resilience, Intervention, Support, & Engagement

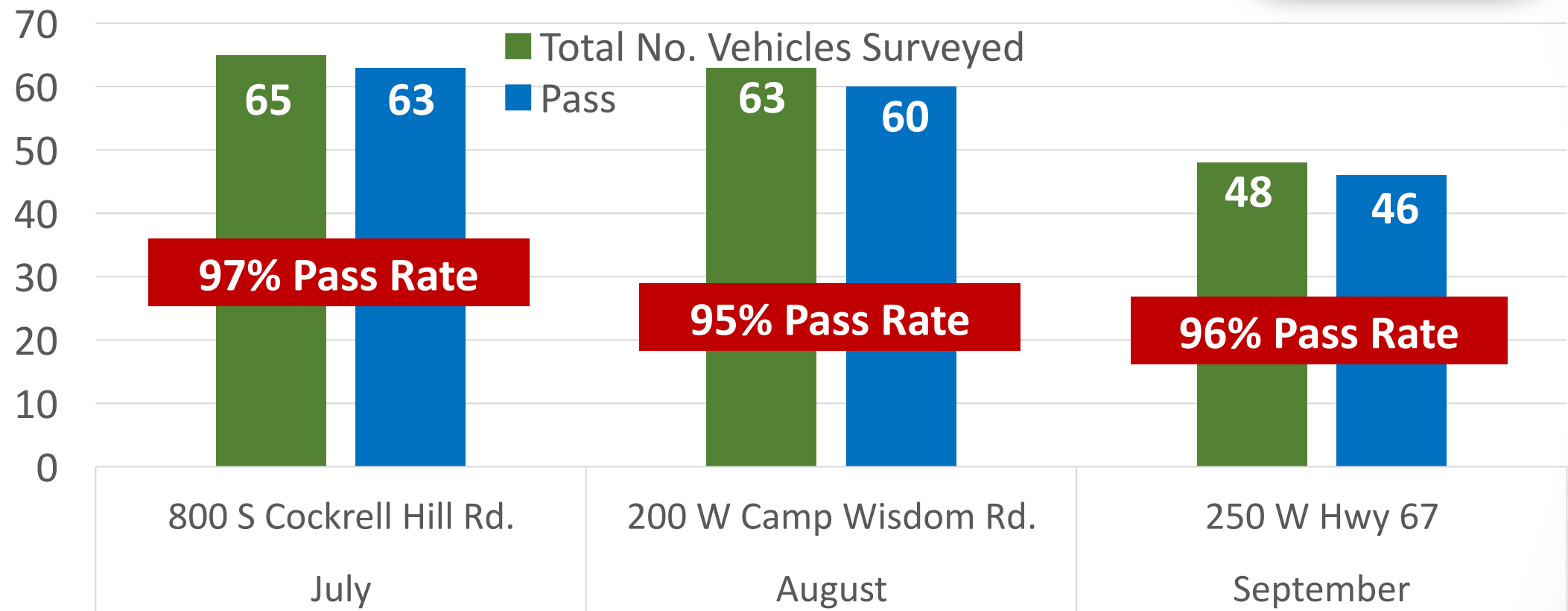
- The RISE Unit has received 9 local referrals.
- The RISE Unit has followed up on 25 APOWWs (Apprehension by Peace Officer Without Warrant) and referred for assistance.
- The RISE Team has assisted approximately 32 new clients for this quarter.
- Victim Advocacy - 108 new victim contacts.



Patrol activity comparison at a glance



Citizens on Patrol (COPs) BMV Report Card Surveys



Winco

Kroger

Costco





Department Activity

Number of Use of Force Incidents: 5

- All found to be lawful and within departmental policy.

Number of Vehicle Pursuits: 1

- Found to be lawful and within departmental policy.

Number of Complaints: 2



Community Engagement

July 2025 – 4 Meetings with 805 Partnerships

August 2025 – 5 Meetings with 335 Partnerships

September 2025 – 11 Meetings with 711 Partnerships

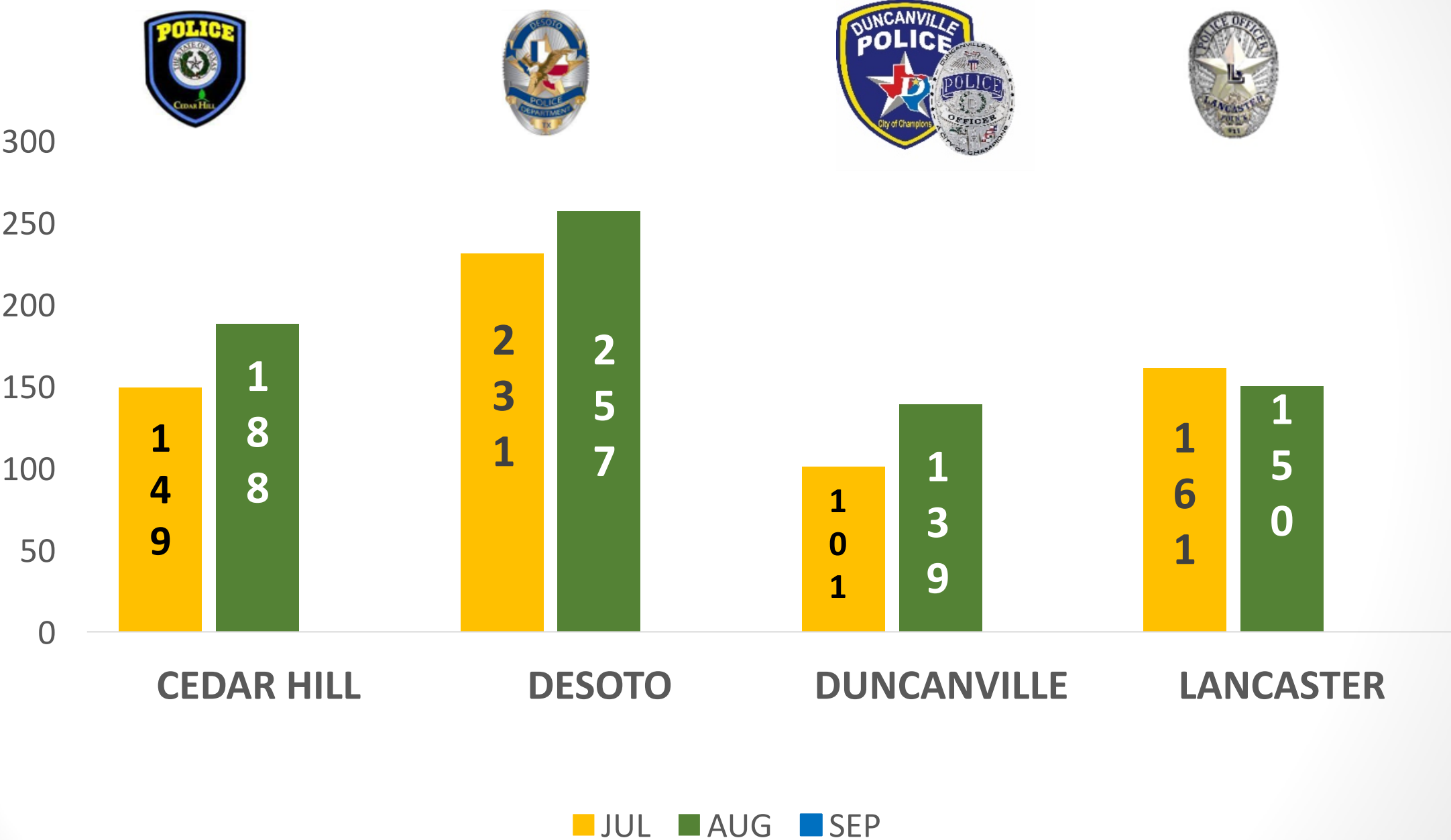


NIBRS Group A Offenses: Jul - Sep 2025



	Occurred	Unfounded	Actual	Cleared
09 - Homicide Offenses			0	
100 - Kidnapping/Abduction			0	
11 - Sex Offenses	2		2	1
36 - Sex Offenses, Non-Forcible			0	
120 - Robbery	7		7	4
13A - Aggravated Assault	12		12	7
13B - Simple Assault	76	1	75	69
13C - Intimidation	3		3	3
200 - Arson	1		1	
210 - Extortion/Blackmail			0	
220 - Burglary/Breaking and Entering	17		17	4
23A - Pocket-picking			0	
23B - Purse-snatching			0	
23C - Shoplifting	18		18	3
23D - Theft From Building	9		9	
23E - Theft From Coin-Operated Machine or Device	1		1	1
23F - Theft From Motor Vehicle	63	1	62	5
23G - Theft from Motor Vehicle Parts/Accessories	7		7	1
23H - All Other Larceny	36	1	35	10
240 - Motor Vehicle Theft	38		38	5
250 - Counterfeiting/Forgery	2		2	
26 - Fraud Offenses	6	1	5	2
270 - Embezzlement	1		1	
280 - Stolen Property Offenses	1		1	
290 - Destruction/Damage/Vandalism of Property	38		38	5
35 - Drug/Narcotic Offenses	47		47	35
370 - Pornography/Obscene Material	2		2	
39 - Gambling Offenses			0	
40 - Prostitution Offenses	1		1	
510 - Bribery			0	
520 - Weapon Laws Violations	10		10	7
64 - Human Trafficking			0	
720 - Animal Cruelty			0	
GRAND TOTAL	398	4	394	162

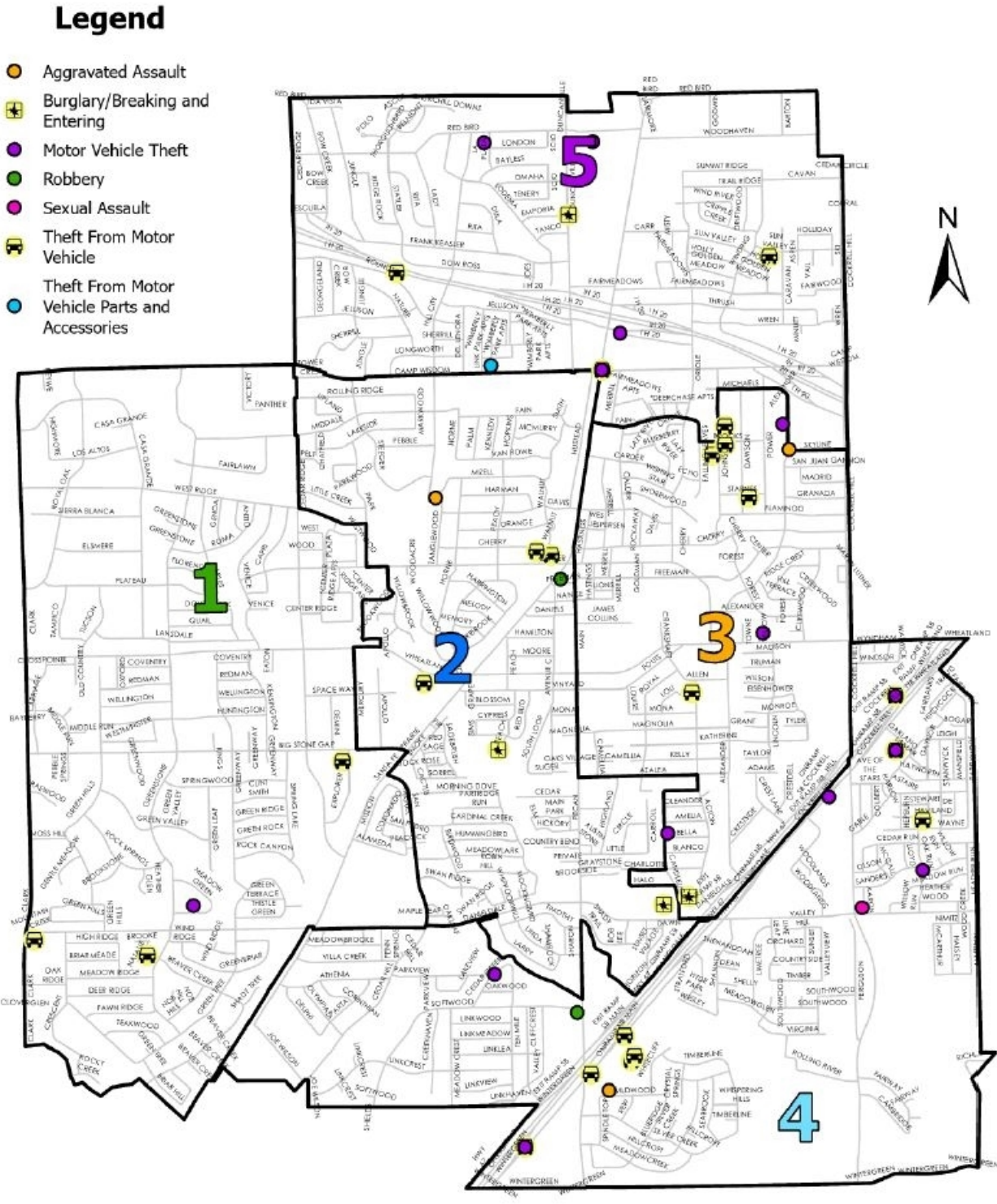
NIBRS Group A Offense Count Comparison



Data obtained from Texas DPS at <https://txucr.nibrs.com/Report/CrimesIndex>
September NIBRS not yet submitted as of October 6, 2025

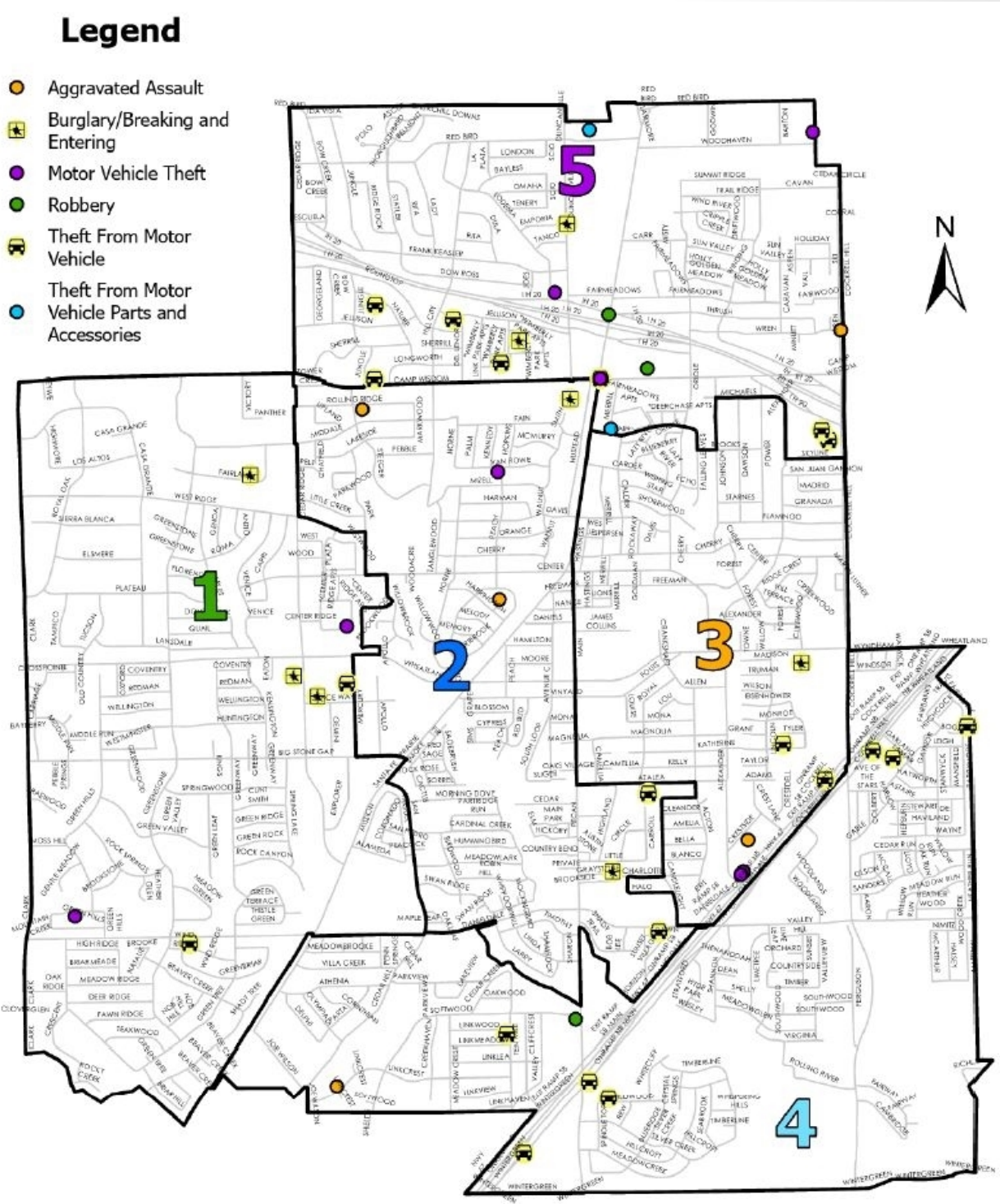
July 2025 Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	0	1	1	1	0
Burglary	0	2	2	0	1
Motor Vehicle Theft	1	0	3	6	5
Robbery	0	1	0	1	0
Sexual Assault	0	0	0	1	0
Theft from Motor Vehicle	3	4	5	10	3
Theft from Motor Vehicle Parts and Accessories	0	0	0	1	1
Total	4	8	11	20	10



August 2025 Major Crimes

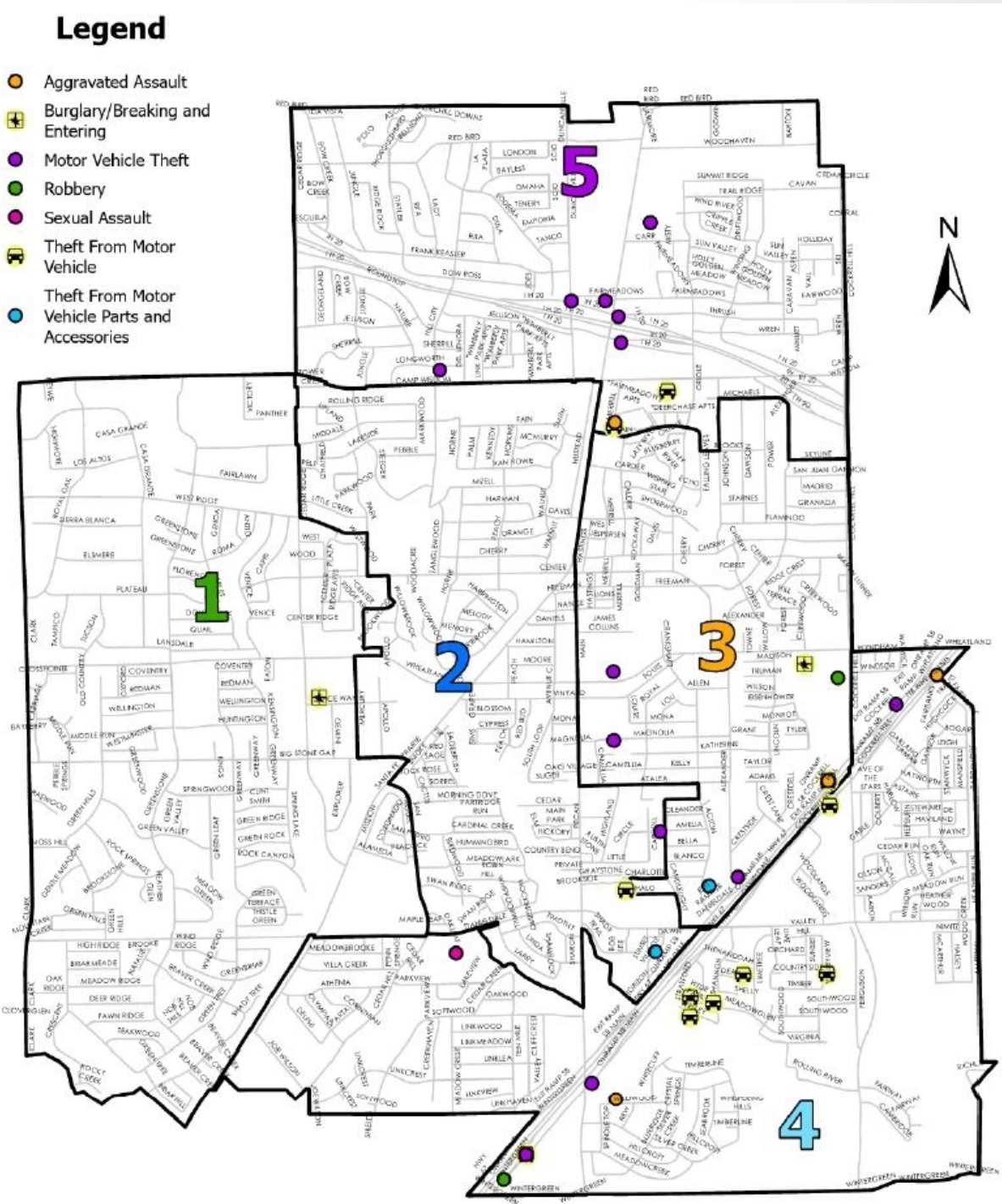
	District 1	District 2	District 3	District 4	District 5
Agg. Assault	0	2	1	1	1
Burglary	5	2	1	0	2
Motor Vehicle Theft	2	1	2	0	5
Robbery	0	0	0	1	2
Sexual Assault	0	0	0	0	0
Theft from Motor Vehicle	2	2	2	7	7
Theft from Motor Vehicle Parts and Accessories	0	0	0	0	2
Total	9	7	6	9	19



September 2025

Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	0	0	1	2	1
Burglary	1	0	1	0	0
Motor Vehicle Theft	0	1	3	3	6
Robbery	0	0	1	1	0
Sexual Assault	0	0	0	1	0
Theft from Motor Vehicle	0	1	1	13	2
Theft from Motor Vehicle Parts and Accessories	0	1	1	0	1
Total	1	3	8	20	10



Thank you
Any questions?

