Duncanville City Council Meeting Agenda

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

Tuesday, January 7, 2025
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 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 an 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 submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, January 7, 2025.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, January 7, 2025
- First Name, Last Name, and Address

Page

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. City Council to receive a briefing on the latest updates from the Southwest Regional Communications Center (SWRCC). — 7 - 21

Council to receive a briefing on SWRCC

B. City Council to receive a briefing on Star Transit providing services to the City of Duncanville. — 22 - 33

Council to receive a briefing on Star Transit services

C. Council to receive a briefing on eliminating underused polling locations for the May 3, 2025 election — 34 - 37

Polling Locations for May 3, 2025 Election

D. The Duncanville Arts Commission has recommended to the City Council that Armstrong Park be designated as a Cultural District and named the Armstrong Park Cultural District. On October 29, 2024, the City Council requested community feedback. A digital survey was created by the Arts Commission in collaboration with city staff and was published on December 9, 2024, and distributed using social media and the city's email newsletter. The survey has received 87 responses. — 38 - 140

Cultural District Survey Results

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic. — 141

Executive Session

2. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main St., south of Davis, west of Cockrell Hill, and north of Danieldale, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same. — 142 - 143

Executive Session

3. City council shall convene into closed executive session pursuant to Section 551.074, Texas Government Code to deliberate the appointment, evaluation, duties, discipline or dismissal of a public officer; to wit, a member of the Type B, Board Member of the Duncanville Community Economic Development Corporation for non-participation. — 144 - 145

Executive Session

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

CALL TO ORDER
INVOCATION - Rev. Jane Graner of Trinity United Methodist Church
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Receive a draft report and discuss the highlights of the Ladd Nature Preserve master plan. 146 - 148

Ladd Nature Preserve Draft Master Plan

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

A. Consider a Resolution authorizing contractual legal services with Nichols Jackson for city attorney services for Robert Hager; and authorizing the City Manager to execute the necessary documents related to expenditures. 149 - 154

City Attorney Services

B. Consider a Resolution to approve the use of Hotel-Motel Funds to purchase an Emergency Response Cart to be used for Special Events. 155 - 172

Emergency Response Cart for Special Events

C. Consider a Resolution authorizing a contract renewal for food and beverage services with Ben E. Keith at the Duncanville Fieldhouse in an amount not to exceed $150,000.00 for Fiscal Year 2025. 173 - 190

Ben E Keith Renewal Approving Renewal Contract food and beverages

D. Consider a Resolution of the City Council of the City of Duncanville, Texas, authorizing the three (3) additional one (1) year periods for Janitorial and Portal Services at the Duncanville Fieldhouse with Global Building Maintenance Inc., as awarded through RFP 22-0032, for a total contract period not to exceed five years, and a unit bid amount with an estimated expenditure of $348,076.39 over the next three (3) years. 191 - 210

Janitorial Services at Duncanville Fieldhouse

E. Consider authorizing the Sale of Property of 4 Belmont Pl, Duncanville, Texas 75116; and authorizing the City Manager to execute the necessary documents. 211 - 224

Sale of Property of 4 Belmont Pl, Duncanville, Texas 75116

F. Consider a Resolution awarding RFQ 24-0031 Pre-Qualified Engineering and Architectural Services 3-Year Pool and authorizing indefinite-delivery/indefinite-quantity master service agreements with the firms outlined in Exhibit A to provide engineering and architectural services to the City of Duncanville from January 7, 2025, through January 7, 2028, not exceeding a total contract amount per firm of $300,000.00 over the three years. 225 - 234

Professional Engineering and Architectural Services

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. City Council to hold a public hearing on a request for an amendment to the Wheatland Plaza Planned Development 235 - 266

Request for PD amendment to Wheatland Plaza

C. Consider authorization of a grant in the amount of $9,000 to the Fire Department for the City's Insurance Service Office (ISO) Rating Review 267 - 272

City's Insurance Service Office (ISO) Rating Review

D. Consider approval of $11,390.00 Beautification Grant for Banner Replacement Project 273 - 297

Beautification Grant for Banner Replacement Project

E. Consider approval of $4,960.00 Landscaping/Hanging Flower Basket Beautification Grant 298 - 315

Landscaping/Hanging Flower Basket Beautification Grant

F. Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Cortina Worldwide, LLC, in an amount not to exceed $300,000.00 for a building located at 220 N. Main St, Duncanville, Texas 75116 — 316 - 356

DCEDC Design Incentive Grant - Cortina Worldwide, LLC - 220 N. Main St.

G. Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Sistergirls' Kitchen, LLC in an amount not to exceed $6,000 for exterior signage for a building located at 106 and 108 North Cedar Ridge Drive, Duncanville, Texas 75116 — 357 - 390

DCEDC Design Incentive Grant- Sistergirls' Kitchen, LLC

H. Consider a Resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Ferrante Hair Studio in an amount not to exceed $10,500 for a building located at 807 S. Main Street, Duncanville, Texas 75137. — 391 - 418

DCEDC Design Incentive Grant - Ferrante Hair Studio - 807 S Main St.

I. Consider appointments to fill vacancies on Boards and Commissions including Zoning Board of Adjustment, City Planning & Zoning Commission, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Library Advisory Board, and Multicultural Commission. — 419 - 423

Board and Commissions Appointments

6. STAFF AND BOARD REPORTS

A. Council briefing on proposed Ordinance relating to Automotive Repair, Council to provide feedback for further future review. — 424 - 439

Council Briefing on proposed Ordinance relating to Automotive Repair

B. City Council to receive a briefing on a proposed Complete Streets Policy — 440 - 445

Council to receive briefing on Complete Streets Policy

C. City Council to receive briefing and discuss possible creation of a Charter Amendment Committee — 446 - 447

Council to receive briefing on Charter Amendment Committee

D. City Council to receive a briefing from the City Manager and discuss the possible creation of a 2025 Bond Committee. — 448 - 451

Council Briefing on Bond Committee Consideration

E. Council to receive a briefing on the possible creation of a Conservation Fund, and a Conservation Fund Policy; discussion with the City Manager and possibly provide direction. — 452 - 458

Council to receive briefing on Conservation Fund Policy

F. Monthly Financial Report as of November 30, 2024 — 459 - 489

Receive the Monthly Financial Report as of November 30, 2024

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Thursday, January 2, 2025, by 5:30 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 - 07 Jan 2025

TITLE:
City Council to receive a briefing on the latest updates from the Southwest Regional Communications Center (SWRCC).

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Tamara Bell, SWRCC Managing Director
Matthew Stogner, Police Chief
Chris Connealy, Fire Chief
Doug Finch, City Manager

BACKGROUND/HISTORY:
The Southwest Regional Communications Center (SWRCC) is located at 200 S. Parks Drive in DeSoto, in the former DeSoto Police Department building. The creation of the SWRCC was motivated by the high cost and complexity of maintaining an effective 911 system for smaller communities. By sharing resources across the three cities, taxpayers are not burdened with the substantial debt of building and maintaining such a system alone. Furthermore, the aftermath of the September 11, 2001, attacks led to the establishment of the Department of Homeland Security (DHS) and new methods for sharing information and resources between public safety organizations. This opened up grant opportunities that helped offset some of the SWRCC's costs.

SWRCC operates under the oversight of the city managers of the three cities—Majed Al-Ghafry (DeSoto), Melissa Valdez-Cummings (Cedar Hill), and Douglas Finch (Duncanville). Managing Director Tamara Bell reports to the three city managers.

POLICY EXPLANATION:
The Southwest Regional Communications Center (SWRCC) continues to play a crucial role in serving the cities of DeSoto, Cedar Hill, and Duncanville by providing consolidated public safety

communication services. In fiscal year 2023-2024, the SWRCC handled a total of 284,226 calls for service: DeSoto (Fire/EMS - 11,841 / Police 119,944); Cedar Hill (Fire/EMS - 8,308 / Police - 62,581); and Duncanville (Fire/EMS - 7,265 / Police - 61,953). This high volume of calls reflects the increasing demand for public safety services in the region and highlights the importance of efficient communication and response times.

To enhance operational efficiency and better meet the needs of these growing communities, SWRCC recently completed renovations of eight new workstations. This upgrade is designed to improve workflow and enable staff to respond more quickly and effectively to calls. In addition to the workstation upgrades, SWRCC is also in the process of upgrading its Computer-Aided Dispatch (CAD) and Records Management System (RMS). These system enhancements will improve data management, response coordination, and overall service delivery for the public safety departments across the three cities.

The continued development of SWRCC, through both infrastructure improvements and system upgrades, ensures that the center remains a vital resource for the region, supporting the safety and well-being of residents while maximizing the efficiency of public safety operations.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
Duncanville Council

DUNCANVILLE CITY COUNCIL MEETING
JANUARY 7, 2025

AGENDA

- SWRCC- Who Are We?
- Public Education and Engagement
- Citizens Dispatch Academy
- Stats
- Current Projects
  - CAD/RMS
  - NG911
- Future Projects
  - Building renovations/New Building

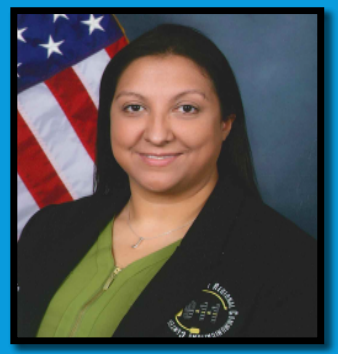
SWRCC ADMINISTRATIVE TEAM

Tamara Bell
DIRECTOR

Kimberle Woods

Eli Jalkh
ASST. IT DIRECTOR

Twana Burrow



Jennifer Wherley

Shelly Hendricks

Kenneth Chik

SHIFT SUPERVISOR'S

Jose Diaz
A Shift Supervisor
7+ Years

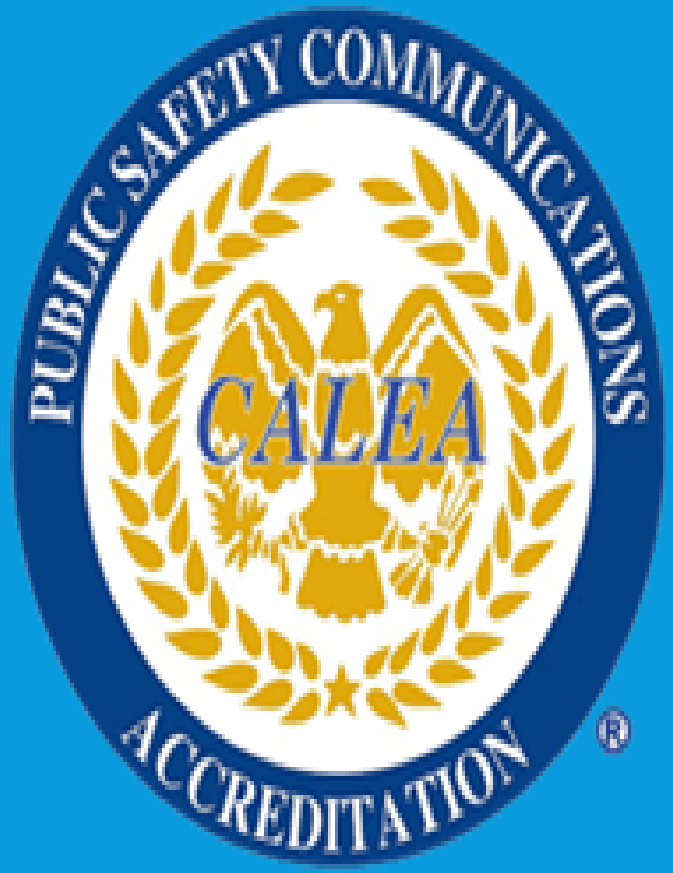
Jacob Walker
B Shift Supervisor
7+ Years

Shelley Ehlert
C Shift Supervisor
13+ Years

Kennetra Dixon
D Shift Supervisor
6+ Years

Collectively, *50+ years* of SWRCC leadership to ensure that all Tri-City residents receive exceptional and quality emergency call and dispatch

32 DISPATCHERS
7 ADMIN STAFF


PUBLIC SAFETY COMMUNICATIONS
CALEA
ACCREDITATION

APCO
Agency Training Program
Certification
A Project 33® Initiative

PERFORMANCE MEASURES

Quality Assurance

Evaluate Pri P and 1 calls with 90% accuracy.

SWRCC Average accuracy score of

96%

10 Second Rule

Percentage of emergency calls answered within 10 seconds. Standard is 90%. (22697 calls)

SWRCC average time of

93%

Priority P and 1

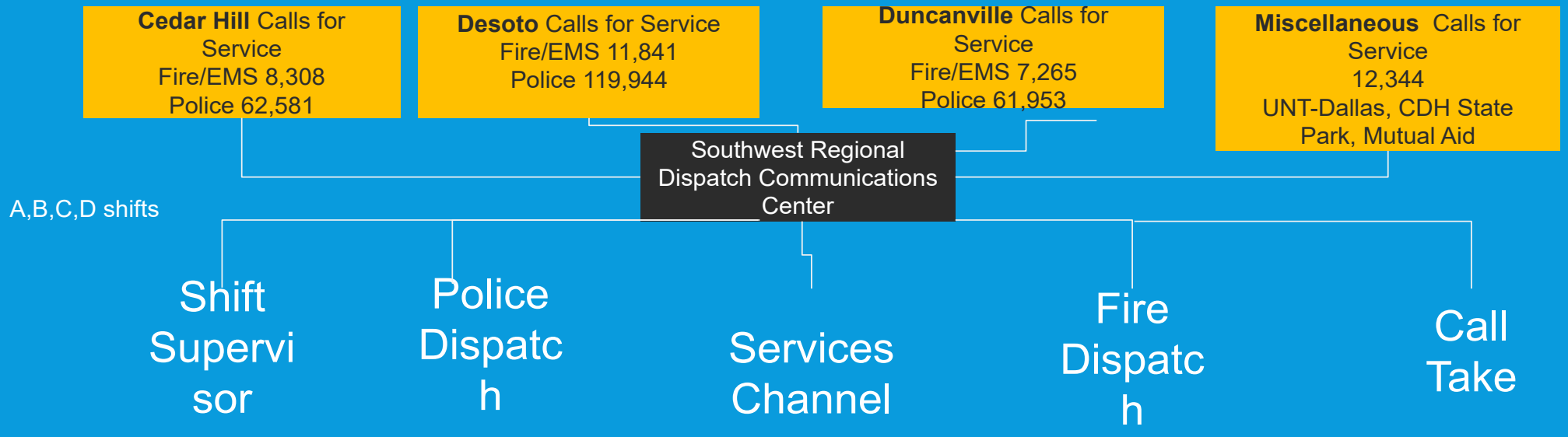
Average dispatch time for Priority P and 1 calls. Standard is 60 secs. (6097 calls)

SWRCC average time of

52 secs

2024

227,672 ANSWERED CALLS
284,226 PROCESSED CALLS FOR SERVICE



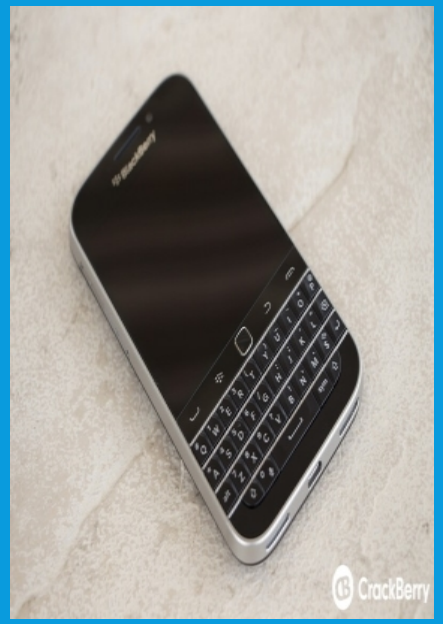
CAD/RMS
TYLER TECHNOLOGIES

- Kickoff call 12/3/24.
- Start build in January.

WHAT IS NG911?

Flip

Blackberry



Smartphone

NG911 GRANT

Vesta 911 Phone System

- Installed and operating at both sites

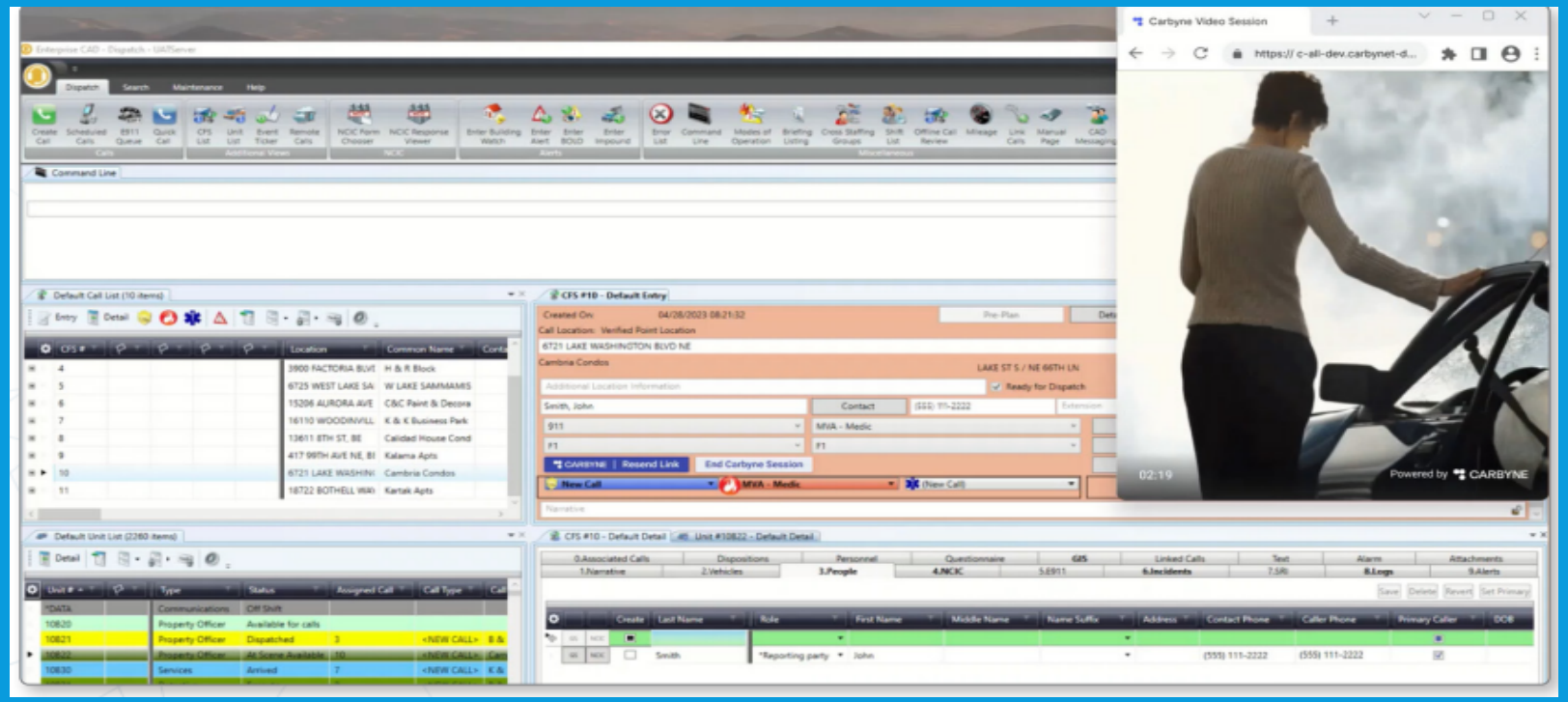
- Total project cost $2million
- Reimbursed $1.2 thus far

GIS/ ESInet

- GIS work complete
- ESInet work has begun

TYLER RESPONDER CONNECT VIA CARBYNE

- https://fb.watch/uY7TnTLEgh/



FY 2024 DEPARTMENT WORK PLANS

- 1. Continue NG911 Transition
- 2. Continue APCO Training Standards Certification- DONE!!
- 3. Continue the transition to update the CAD system
- 4. Develop and implement a peer support team
- 5. Dispatch Civic Academy

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
City Council to receive a briefing on Star Transit providing services to the City of Duncanville.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Doug Finch, City Manager

BACKGROUND/HISTORY:
STAR Transit is a public bus transportation service that serves Kaufman County, Rockwall County, Mesquite, Balch Springs, Seagoville, Hutchins, DeSoto, Cedar Hill, and Duncanville. Open to all residents in the service area, STAR Transit provides transportation to various destinations, including job sites, educational facilities, non-emergency medical appointments, senior centers, and career-training locations. The service also accommodates everyday needs, such as running errands and visiting friends. STAR Transit is a political sub-division of Texas and currently provides over 155,000 rides annually, operating with a fleet of 55 ADA-compliant vehicles.

POLICY EXPLANATION:
STAR Transit provides vital public transportation services to Duncanville, offering a safe, affordable, and convenient mobility option for residents. As of July 2023, STAR Transit expanded its dial-a-ride and STARNow App/Same Day Service to Duncanville, further enhancing transportation options within the city. This service offers residents access to a range of destinations, including employment, educational facilities, medical appointments, and community events.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
Duncanville_STAR Transit ILA 7.2023

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
STAR TRANSIT AND DUNCANVILLE, TEXAS

This Interlocal Cooperative Agreement ("Agreement") is between STAR Transit ("STAR Transit") and Duncanville, Texas ("CITY"), each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies. STAR Transit and the CITY may each be referred to as a "Party" to this Agreement and may be collectively referred to as "Parties" in this Agreement.

WITNESSETH

WHEREAS, STAR Transit is a Rural Transit District established pursuant to the authority of Chapter 458, Texas Transportation Code, as amended, with its headquarters in Terrell, Texas, and currently provides transit services within several area jurisdictions; and

WHEREAS, the CITY is a local government entity of the State of Texas; and

WHEREAS, the CITY has requested STAR Transit provide services and is authorized to execute this Agreement with STAR Transit for the purpose of providing for the operation and management of public transportation services for the benefit of the citizens of the CITY; and

WHEREAS, STAR Transit, its officers and supervisory employees are trained and experienced in the operation and management of public transportation and is authorized to execute this Agreement with the CITY for the purpose of providing services as specified herein; and

WHEREAS, the Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 791 of the Texas Government Code (the "Act"); and

WHEREAS, STAR Transit and the CITY are local governments as defined in §791.003 of the Act, and each are empowered by §791.011 of the Act to contract with each other to provide governmental functions and services including public and elderly transportation; and

WHEREAS, STAR Transit publishes an annual cost of service letter with its operating cost schedule no later than June 1 each year and utilizes an hourly rate to adjust amounts payable by its local partners, including CITY, each year; and,

WHEREAS, the purpose of this Agreement is to provide a variety of public transit services to the benefit of residents and businesses in the CITY, the "Public Transit Services".

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

Incorporation of Recitals

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

ARTICLE II

Term

This Agreement shall be effective upon execution by both Parties and the Initial Term shall begin on July 1, 2023, and end on September 30, 2024. If not otherwise terminated in accordance with the termination provisions of Article V of this Agreement, this Agreement extends for subsequent twelve (12) month periods starting on the first (1st) day of October each year.

ARTICLE III

Rights, Duties and Responsibilities of STAR Transit

3.1 Board of Directors. STAR Transit is designated to supervise the performance of this Agreement and to operate the Public Transit Service within the CITY's jurisdictions and subdivisions. Such operations shall be overseen solely by the STAR Transit Board of Directors. STAR Transit shall be responsible for the safe, efficient, and effective operation of all services provided.

3.2 Management Scope. STAR Transit agrees to manage, supervise, and operate the Public Transit Services in an efficient and economical manner. STAR Transit shall operate all properties, equipment, facilities, routes, and services now or hereafter existing for the purposes of this Agreement. STAR Transit shall provide full and complete management services for the Public Transit Service and any specific duties and obligations set forth shall not be construed as limitations. STAR Transit shall perform the active direction of the Public Transit Services, including transportation, maintenance, schedule preparation, dispatching, communications, accounting, public relations, and safety. All such services may be provided at the principal office of STAR Transit in Terrell, Texas or at such other place, or places as STAR Transit shall determine.

3.3 Administrative Functions. STAR Transit shall administer all properties, equipment, buses, vehicles, facilities, maintenance, gasoline, repairs, replacements, services, expenditures, and resources necessary for safe, efficient, and

effective operations. STAR Transit shall employ, train, furnish, and supervise the personnel necessary for the operation of the Public Transit Services. STAR Transit shall oversee all aspects of employment including employee recruiting, selection, training, wages and benefits. STAR Transit shall perform all aspects of general administrative oversight including technical guidance, payroll, accounts payable, purchasing, contracting, finance and other administration necessary for the proper operation of the system.

3.4 Transit Vehicle Operators. Every vehicle providing Public Transit Service under this Agreement shall be operated by an operator duly licensed by the State of Texas to operate vehicles of the type and size being operated by such operator and such operator shall be appropriately dressed in a uniform selected by STAR Transit.

3.5 Routes, Schedules, Fares. The Public Transit Services shall be operated with routes and schedule established by STAR Transit with input from CITY. In no case shall the Public Transit Services operate on a Saturday, Sunday, regular annual holidays as designated by the STAR Transit Board of Directors, or days on which STAR Transit deem conditions are unsafe or otherwise inappropriate for service in accordance with Section 7.4. STAR Transit shall have authority to make modifications to any routes without the necessity of obtaining CITY approval. In no case shall the Public Transit Services require a service beginning prior to 5:00 AM or ending after 9:00 PM. Fares for riders shall be established by the STAR Transit Board of Directors and such fares shall be consistent throughout the STAR Transit system.

3.6 Transit Vehicles. STAR Transit shall use only such vehicles as are appropriate to provide the Public Transit Service. All vehicles shall be fully compliant with the Americans with Disabilities Act of 1990, U.S. Code §12101, et. seq., as amended and relevant regulations applicable thereto, licensed for passenger operations by the State of Texas and equipped with a two-way communication system. STAR Transit shall provide or cause to be provided all mechanical and other repairs, maintenance, and upkeep necessary to maintain vehicles in good working order and in a clean, sanitary and safe condition.

3.7 Operating Cost Charge to CITY. STAR Transit shall charge for services and CITY agrees to compensate STAR Transit for services based on the following:

A. Service Days: Service up to five (5) days per week, Monday through Friday; set and calculated as two hundred fifty (250) service days each Fiscal Year. This number of Service Days shall be charged each Fiscal Year regardless of actual calendar service days or events as noted in Section 7.4. This number of charged Service Days may be adjusted only by Amendment to the Contract duly approved by CITY and the STAR Transit Board of Directors.

B. Daily Hours: A total of twenty (20) hours of in-service time including pre- and post-trip time on average each operating day. Average Daily Hours may be adjusted, in writing, by mutual agreement of the parties, no more often than once per every one hundred and twenty (120) calendar days.

C. Hourly Cost: The average cost per hour shall be charged at the current STAR Transit Public Transit Hourly Rate, currently Fifty-Two Dollars and Zero Cents ($52.00). The STAR Transit Board of Directors shall publish

an annual cost of service letter with its upcoming annual operating cost schedule no later than the first (1st) day of June each year and utilize that hourly rate to adjust amounts payable by CITY.

D. Annual Operating Cost. After the Initial Term, each Fiscal Year, the annual operating cost shall be recalculated by multiplying Service Days (Line A) by Daily Hours (Line B) and by Hourly Cost (Line C).

E. Operating Off-Sets. STAR Transit expects a net eighty percent (80%) operating cost subsidy for years 1 and 2 on the Public Transit Service from a Federal 5310 grant source. Subsequent years are expected to have a net sixty percent (60%) operating cost subsidy from Federal formula funding grants. So long as such subsidy is in place, it shall be used as an off-set to reduce the Annual Operating Cost charged to CITY. The Operating Off-Set may be adjusted as part of the annual Cost of Service notification.

F. Monthly Charge to CITY. The Monthly Charge to CITY shall be the Annual Operating Cost (Line E) multiplied by any Operating Off-Set (Line F) divided by twelve (12). Payment for all services shall be due fifteen (15) days in advance of service. For the Initial Term, the monthly charge is calculated at four thousand three hundred thirty-three dollars and thirty-three cents ($4,333.33). STAR Transit shall invoice CITY for each service month no earlier than forty-five (45) days prior to each service month.

G. Subsequent Fiscal Years. Following the Initial Term, the monthly charge to CITY shall be recalculated by STAR Transit with the identical methodology utilizing any updated parameters. This calculation and the resulting monthly rate will be provided by STAR Transit in writing to CITY prior to the first (1st) day of June each year. In addition, any cost savings due to a reduction in the hourly cost of service occurring between Fiscal Year 2023 and Fiscal Year 2024 shall be passed on to CITY.

H. Additional Services. Any month in which the CITY requests average daily hours for non-holiday weekdays exceeding the average daily hours established in Section 3.7 (B) shall be a month in which STAR Transit shall increase the monthly charge in the next available billing cycle by the total number of increased hours (or partial hours) of service multiplied by the current charter rate as established by the STAR Transit Board of Directors. Any other special services requested by CITY and scheduled by STAR Transit, which is not covered under the specific monthly service terms of this Agreement, or under subsequent duly approved Amendments or modifications, shall be billed to CITY on the next available invoice by STAR Transit at the current charter rate as established by the STAR Transit Board of Directors.

I. Start Up Provisions. As a condition of implementing new services in CITY, STAR Transit shall invoice CITY an additional seventeen thousand three hundred thirty-three dollars and thirty-three cents ($17,333.33) to be invoiced separately prior to initiating services. Both parties agree that billing shall begin at the regular monthly amount with the first monthly invoice sent to CITY in July of 2023 for services to be phased in beginning on the first (17th) day of July, 2023.

3.8 Capital Cost Charge to CITY. STAR Transit represents that for the first three (3) Fiscal Years of operation, no additional vehicle acquisition or replacement cost or other capital expense item will be required from CITY. After the first three (3) full Fiscal Years, if a new vehicle, vehicles, or other capital assets are needed and Regional, State, or Federal sources do not fully fund a suitable replacement vehicle, vehicles or other capital items in a timely manner, STAR Transit shall provide written notification of capital costs to CITY no later than the first (1st) day of June for capital costs to be due the following Fiscal Year.

3.9 Marketing. STAR Transit will provide the CITY with service information for posting on the CITY Website and advertise the services on the STAR Transit website. STAR Transit will include the CITY EDC logo and/or name in marketing materials, where appropriate. Could include signage inside and/or outside of vehicles, print ads and press releases promoting the Public Transit Service. As part of its regular outreach programs, STAR Transit will market the Public Transit Service in a variety of media and locations likely to attract potential riders. STAR Transit shall maintain rights to final approval of all marketing materials.

3.10 Reporting. STAR Transit will provide the CITY a monthly summary of ridership data within thirty (30) days after the last day of the preceding month, an annual summary of ridership after the end of the STAR Transit Fiscal Year, a copy of the adopted Annual Budget, and a copy of the approved annual audit.

3.11 Contract Management. STAR Transit will pursue and apply for grant funding opportunities which may be applicable to and beneficial to the Agreement. STAR Transit will be responsible for complying with the obligations and responsibilities under all grants and all accompanying certifications, assurances, and agreements made or given by the Federal Transit Administration, Texas Department of Transportation, or any other applicable entity. STAR Transit will be responsible for complying with all applicable laws, rules, regulations and guidelines associated with STAR Transit services. STAR Transit will provide any documents needed to support Federal, State, or Regional grant administration or other data or audit requirements to the appropriate entity in a timely manner. Grant funding shall be used to offset monthly charges to the CITY if applicable to service provided within the CITY.

3.12 Permits. STAR Transit shall secure or cause to be secured, at its cost and expense, all permits and other governmental authorizations, which may be required to fulfill this Agreement.

ARTICLE IV
Rights, Duties and Responsibilities of the CITY

4.1 Payment for Service. CITY shall pay all invoices provided by STAR Transit under this Agreement within thirty (30) days of receipt. Such payments shall constitute a current expense of the CITY and shall not in any way be considered or construed to be a debt of the CITY's in contravention of any constitutional, statutory, or charter provision. Any CITY paying for STAR Transit's services must make those payments with current revenues available and the CITY hereby affirms that funds to pay said payments to STAR Transit are available for the current Fiscal Year.

4.2 Parking. Permit STAR Transit to access, park, and store vehicles, as necessary, at a CITY facility.

4.3 Promotions. The CITY shall promote services via CITY facilities, municipal resident water bill, CITY Social Media Outlets, News Releases, CITY Website and additional promotional opportunities that become available

during the duration of the Agreement. The CITY shall facilitate, as needed and within CITY budget constraints, the efforts of STAR Transit to market the services. CITY shall make all CITY generated marketing materials available for review and approval by STAR Transit.

ARTICLE V

Termination

5.1 Program Conclusion. During the initial term, but no later than July 31, 2024, either party may provide written notice of termination to be effective on September 30, 2024. During subsequent twelve (12) month terms, either party may provide written notice of termination no later than July 30 for the following operating year commencing on the first (1st) day of October.

5.2 Mutual Agreement. This Agreement may be terminated immediately at any time by a written agreement signed by both Parties setting forth the agreed termination date.

5.3 Termination due to Default. Termination due to Default must be preceded by (1) written notice stating specific provision violated in this Agreement, (2) a thirty (30) day period for cure and (3) a second notice of failure to cure and final termination. A Party shall be in default of this Agreement if such Party fails to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and/or any other agreement now or hereafter existing between the Parties and such failure continues for thirty (30) days after written notice by the non-defaulting Party to the defaulting Party (a "Default"). Upon the occurrence of a Default, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the defaulting Party and shall further have the right to exercise any and/or all other rights and/or remedies available to such Party at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas. In addition, CITY may terminate due to default if performance standards are not met or if CITY deems the operation of the service by STAR Transit is unreliable, unsafe or of poor quality.

5.4 Termination by Operation or Breach of Law. In the performance of this agreement, STAR Transit shall comply with all state, federal and local laws, regulations and standards. If the purpose or intent of this agreement is prevented or is contrary to any other law, including but not limited to section 458.012, Texas Transportation Code, this agreement shall be deemed null and void and of no force and effect. If the operation of the service by STAR Transit is in violation of any law or regulation that does not frustrate the purpose or intent of this agreement, or if repeated violations occur, the CITY may terminate the service immediately upon notice. Any pre-paid amounts for monthly service shall be immediately refunded to CITY.

ARTICLE VI

Responsible Party Provisions

6.1 Legal Liability. As a designated political subdivision, STAR Transit is a "governmental unit" as that term is defined in Chapter 101 of the Texas Civil Practice and Remedies Code. Therefore, the extent of STAR Transit's liability for actions arising out of the operation of a public transportation system shall be governed by Chapter 101 of the Texas Civil Practice and Remedies Code.

6.2 Limitation of Liability. To the extent authorized by the Constitution and laws of the State of Texas, the Parties agree that each Party shall be responsible for its own acts and omissions and the acts and omissions of its agents, representatives and employees in the performance of this Agreement. It is expressly understood and agreed by the Parties that neither Party shall be held liable for the acts or omissions of the other Party or for the acts or omissions of the other Party's agents, representatives, or employees in the performance of this Agreement. To the extent allowed by law, both parties shall hold harmless, indemnify and defend the other from and against any claims, damages, losses or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, injury or loss to any property, or economic loss, received or sustained by any person or persons, or property, directly or indirectly arising out of, or occasioned by the acts, omissions or conduct of the indemnifying party, without waiving the party's governmental, sovereign or other immunities or defenses available under Texas law and without waiving any defenses of the parties under Texas law.

6.3 Insurance. STAR Transit shall maintain its own insurance in sufficient amounts to cover any occurrence or claim related to its responsibilities in delivering the Public Transit Services.

6.4 Immunity. In the execution and performance of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be available to each Party as a local governmental entity and/or political subdivision of the State of Texas. Nothing in this Agreement shall be deemed or construed to create any right or interest in any person not a party to this Agreement, and there are no third-party beneficiaries hereof.

6.5 Survival. All provisions of this Article shall expressly survive the termination of this Agreement.

Article VII
Miscellaneous

7.1 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

7.2 Compliance with Laws. STAR Transit and its officers, agents and employees shall comply with all applicable federal, state and local health, safety, disability, environmental and other laws, ordinances, rules and regulations in the performance of the Public Transit Service.

7.3 Powers. STAR Transit has all the powers of CITY necessary to operate its services. By way of illustration, but not for limitation, STAR Transit has the power to contract, to acquire and own real and personal property, and to accept and expend funds from government, legal entities and individuals. STAR Transit does not have the power to tax, to obligate CITY, to assess CITY, or to adopt ordinances or laws.

7.4 Force Majeure. STAR Transit shall not be liable to CITY for any failure, delay, interruption of service caused by acts of God, fire, snow, ice, flooding, tornado, utility outages, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, acts of terror, or any other cause beyond the reasonable control of STAR Transit and not attributable to any neglect or negligence on the part of STAR Transit. In the event of such occurrence, the time for performance of such services shall be suspended until such time that such inability to perform shall be removed. STAR Transit shall make all reasonable efforts to mitigate the effects of any such suspension or interruption of service and CITY shall not be entitled to any compensation for any such event.

7.5 Severability. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable and, if any phrase, clause, sentence, paragraph, or section of this Agreement should be declared invalid, illegal, or unenforceable by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect the validity or enforceability of any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement and such remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid provision had never been included in the Agreement.

7.6 Notices. Any notice required or permitted to be given under the terms of this Agreement shall be in writing and shall be considered properly given if mailed by United States mail, certified mail, return receipt requested, in a postage paid envelope addressed to the Party at the address set forth below, or by delivering same in person to the intended addressee by hand delivery or by a nationally recognized courier service such as Federal Express or United Parcel Service. Notices mailed by certified mail as set forth above shall be effective upon deposit in the United States mail. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall by as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

STAR Transit: Executive Director
STAR Transit
P.O. Box 703
Terrell, TX 75160

CITY: City Manager
City of Duncanville
203 E Wheatland Rd
Duncanville, TX, 75116

7.7 Entire Agreement. This Agreement, together with all attachments hereto, sets forth the entire Agreement between the Parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and

oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Agreement.

7.8 Modification. This Agreement may only be revised, modified, or amended by a written document signed by STAR Transit and the CITY. Oral revisions, modification, or amendments are not permitted.

7.9 Waiver. All waivers, to be effective, must be in writing and signed by the waiving party. No failure by either Party to insist upon the strict or timely performance of any covenant, duty, agreement, term, or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term, or condition. No delay or omission in the exercise of any right or remedy accruing to either Party upon a breach of this Agreement shall impair such right or remedy or be construed as a waiver of any such breach or a waiver of any breach theretofore or thereafter occurring.

7.10 Authority. Each Party represents and warrants to the other that this Agreement has been authorized by the governing body of such Party and that each such Party has the full power and authority to enter into and fulfill its obligations under this Agreement. Each person signing this Agreement represents that such person has the authority to sign this Agreement on behalf of the Party indicated.

7.11 Assignment. This Agreement shall not be assigned or transferred by either Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.

7.12 Independence. The Parties are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the Parties and no Party shall have the authority to bind the other in any respect. Nothing in this Agreement prevents STAR Transit from pursue contracting opportunities to provide any services with other public and private entities within the CITY or outside the CITY.

7.13 Governing Law. The laws of the State of Texas shall govern this Agreement, and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties submit to the personal and subject matter jurisdiction of said court.

7.14 Effective Date. This Agreement shall not be effective unless and until it is executed by both STAR Transit and the CITY. "Effective Date" as used herein shall mean the later of the two dates this Agreement is executed by STAR Transit and the CITY.

EXECUTED this 11th day of July, 2023.

City of Duncanville, Texas

By: _____
, City Manager

Approved as to form:

By: _____
, City Attorney

EXECUTED this 14th day of July, 2023.

STAR Transit

By: _____

Name: Tommy Hendricks

Title: Executive Director

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Council to receive a briefing on eliminating underused polling locations for the May 3, 2025 election

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
In preparation for the May 3, 2025, general election, Dallas County Elections has requested that we verify and review current polling locations for any underused locations that may be eliminated. Duncanville typically only has one early voting location at the Duncanville Library. All other locations are used during election day. A portion of Duncanville's cost of the elections will be dependent on the number of polling locations in the city.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Other actions as directed by Council.

ATTACHMENTS:
DUNCANVILLE VOTE CENTER INFORMATION

DUNCANVILLE VOTE CENTERS

VOTES CAST BY VOTE CENTER IN MAY 2024

V3200	H BOB DANIEL SR INTERMEDIATE SCHOOL	1007 SPRINGWOOD DR	DUNCANVILLE	75137	21
V3201	ALEXANDER ELEMENTARY SCHOOL	510 SOFTWOOD DR	DUNCANVILLE	75137	18
V3202	DUNCANVILLE LIBRARY	201 JAMES COLLINS BLVD	DUNCANVILLE	75116	3248
V3203	DUNCANVILLE'S FIRST BAPTIST CHURCH	323 W WHEATLAND RD	DUNCANVILLE	75116	39
V3204	REED MIDDLE SCHOOL	530 E FREEMAN ST	DUNCANVILLE	75116	35
V3205	BRANDENBURG INTERMEDIATE SCH-DUISD	1903 BLUERIDGE DR	DUNCANVILLE	75116	8
V3206	BYRD MIDDLE SCHOOL	1040 W WHEATLAND RD	DUNCANVILLE	75116	113
V3207	ARISE CHURCH	201 W CENTER ST	DUNCANVILLE	75116	39
V3208	CENTRAL ELEM SCHOOL- DUISD	302 E FREEMAN ST	DUNCANVILLE	75116	12
V3209	DUNCANVILLE HS PERFORMANCE HALL	900 W CAMP WISDOM RD	DUNCANVILLE	0	32
V3211	FAIRMEADOWS ELEM SCHOOL	101 E FAIRMEADOWS DR	DUNCANVILLE	75116	60

Green – possible deletion

Yellow – deleted

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
The Duncanville Arts Commission has recommended to the City Council that Armstrong Park be designated as a Cultural District and named the Armstrong Park Cultural District. On October 29, 2024, the City Council requested community feedback. A digital survey was created by the Arts Commission in collaboration with city staff and was published on December 9, 2024, and distributed using social media and the city's email newsletter. The survey has received 87 responses.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Alex Hamby

BACKGROUND/HISTORY:
The Duncanville Arts Commission has recommended to the City Council that Armstrong Park be designated as a Cultural District and named the Armstrong Park Cultural District. On October 29, 2024, the City Council requested community feedback. A digital survey was created by the Arts Commission in collaboration with city staff and was published on December 9, 2024, and distributed using social media and the city's email newsletter. The survey has received 87 responses.

POLICY EXPLANATION:
Per the Texas Commission on the Arts

Eligibility: Established Arts Organizations, Established Arts Organizations of Color, Local Arts Agencies, Government Local Arts Agencies, Government Agency or Department, College Arts Institutions

Intent: To designate special zones in cities and Texas communities that harness the power of cultural resources to stimulate economic development and community vitality.

As authorized by H.B. 2208 of the 79th Legislature, the Texas Commission on the Arts can designate cultural districts in Texas. In this program, an organization by itself or representing a collaborative

effort will file an application to recognize their cultural district. Applicants must schedule an orientation meeting and work closely with Commission staff in the development of their application. Interested applicants must submit a letter of intent by email that includes a one-page description of the plans for the cultural district to: districts@arts.texas.gov . Successful applicants will have access to Arts Respond Projects and Arts Respond Cultural District Projects. When a cultural district is designated by the Texas Commission on the Arts, a recertification will be required every ten (10) years. Annual reports on activities are required to maintain Designation status.

FUNDING SOURCE:

ORG and Object Number
11011000-700450

Available Budget	**Purchase Amount**	**After Encumber**
$138000.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Approved funding in the amount of $000.00 to perform the _____ and approve Budget Modification FY22 to appropriate $000.00 from the Budget _____.
2. Do not provide funding for Staff to procure a consultant for _____.
3. Other actions as directed by Council.

ATTACHMENTS:
Data_All_250102
Responses_All_250102

A Duncanville Cultural District Survey

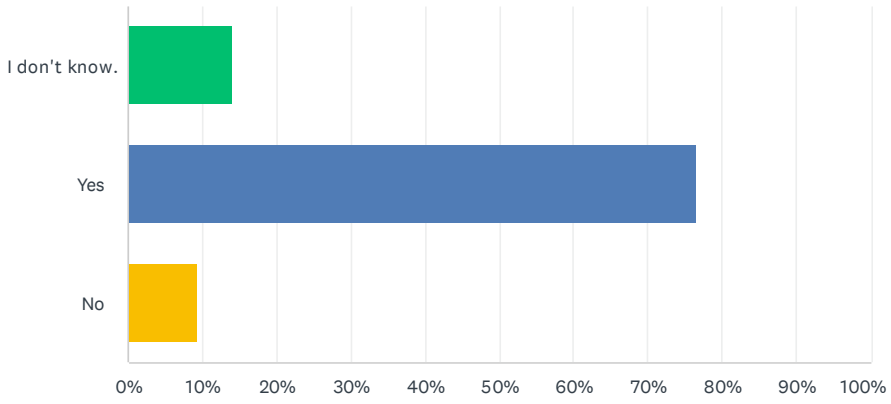
Q1 What words or ideas come to mind when you hear “cultural district”?

Answered: 79 Skipped: 8

A Duncanville Cultural District Survey

Q2 Would you like the City of Duncanville to have a cultural district?

Answered: 85 Skipped: 2



ANSWER CHOICES	RESPONSES	
I don't know.	14.12%	12
Yes	76.47%	65
No	9.41%	8
Total Respondents: 85		

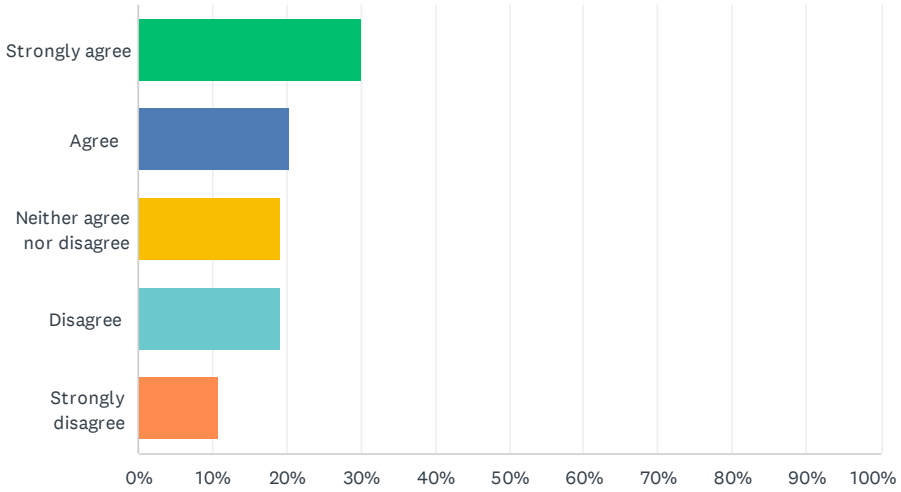
Q3 No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Answered: 73 Skipped: 14

A Duncanville Cultural District Survey

Q4 Do you agree that Armstrong Park should be designated as a cultural district?

Answered: 83 Skipped: 4

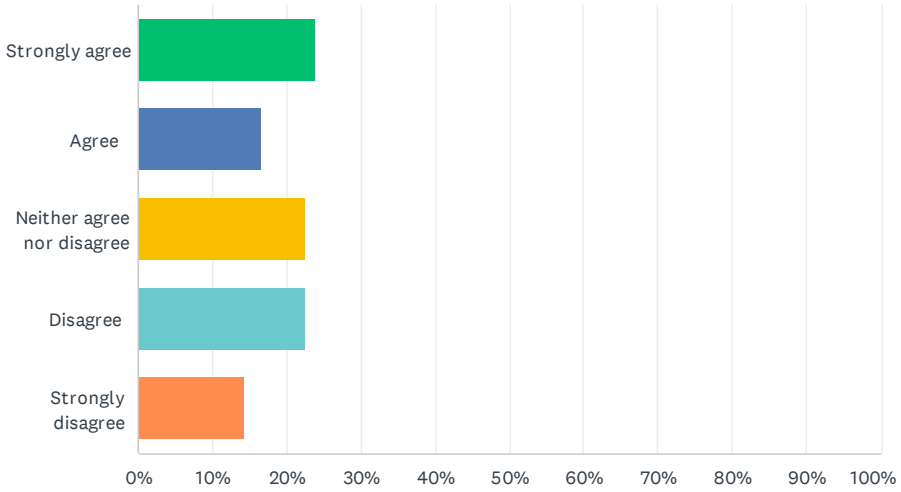


ANSWER CHOICES	RESPONSES	
Strongly agree	30.12%	25
Agree	20.48%	17
Neither agree nor disagree	19.28%	16
Disagree	19.28%	16
Strongly disagree	10.84%	9
TOTAL		83

A Duncanville Cultural District Survey

Q5 If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Answered: 84 Skipped: 3



ANSWER CHOICES	RESPONSES	
Strongly agree	23.81%	20
Agree	16.67%	14
Neither agree nor disagree	22.62%	19
Disagree	22.62%	19
Strongly disagree	14.29%	12
TOTAL		84

Q6 What name would you recommend for a cultural district in Duncanville?

Answered: 58 Skipped: 29

A Duncanville Cultural District Survey

#1

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Tuesday, December 03, 2024 8:28:06 AM
Last Modified:	Tuesday, December 03, 2024 8:30:39 AM
Time Spent:	00:02:32
IP Address:	108.200.42.255

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Murals, colorful, lively, music, dance, diversity, cultural expression

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong Park

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#2

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 09, 2024 6:16:01 PM
Last Modified:	Monday, December 09, 2024 6:20:22 PM
Time Spent:	00:04:21
IP Address:	47.4.69.193

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Respondent skipped this question

Q2

Would you like the City of Duncanville to have a cultural district?

I don't know.

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#3

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 09, 2024 7:01:24 PM
Last Modified:	Monday, December 09, 2024 7:15:57 PM
Time Spent:	00:14:32
IP Address:	70.119.134.238

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

A place to display create and optain various arts and crafts.

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Any open contigeous open area land and or buildings which can be dedicated as an
exclusive venue fot cultural activities, arts and crafts.

Q4 **Strongly disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Heriatge Cultural Park

A Duncanville Cultural District Survey

#4

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 09, 2024 8:25:10 PM
Last Modified:	Monday, December 09, 2024 8:32:40 PM
Time Spent:	00:07:29
IP Address:	104.28.50.179

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Local artwork/murals displayed throughout the city, art festival

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Park area on Wheatland and Venice, strip on Main Street where there is some history

Q4 **Agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Not necessarily a park name, drop off park and leave it as Armstrong Cultural District or maybe use the person’s name who designed the park or a main contributor of design in Duncanville.

A Duncanville Cultural District Survey

#5

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 09, 2024 9:30:57 PM
Last Modified:	Monday, December 09, 2024 9:35:30 PM
Time Spent:	00:04:33
IP Address:	172.226.175.47

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Outdoor sculptures
Walkability

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Close to downtown

Q4 **Disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6 **Respondent skipped this question**

What name would you recommend for a cultural district in Duncanville?

A Duncanville Cultural District Survey

#6

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 09, 2024 10:36:59 PM
Last Modified:	Monday, December 09, 2024 10:39:40 PM
Time Spent:	00:02:41
IP Address:	107.197.247.31

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

A designated space for the arts.

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

*Downtown Dville
*Revitalization of the southern end of Cedar Ridge

Q4 **Strongly agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural District

A Duncanville Cultural District Survey

#7

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 09, 2024 11:28:45 PM
Last Modified:	Monday, December 09, 2024 11:35:02 PM
Time Spent:	00:06:16
IP Address:	107.198.60.186

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Art

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong Park

Q4 **Agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

If it is going to be in Armstrong Park, it would make sense to name it Armstrong Park Cultural District

A Duncanville Cultural District Survey

#8

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 10, 2024 12:07:54 AM
Last Modified:	Tuesday, December 10, 2024 1:00:21 AM
Time Spent:	00:52:27
IP Address:	72.110.59.180

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Walkable, and textured. Diversity of colors, tastes, sounds, and price points (by design); multicultural.

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

That pitiable stretch of Main to the north of Center to Camp Wisdom comes to mind as dusty, decrepit, and needing revitalization. South of Wheatland to I-20 could be maybe included in a later phase.

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Neither agree nor disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Poets and lyrical high schoolers could probably come up with a name that's more enticing, fun, mysterious. 'Armstrong Park' has little pizazz, very dry.

A Duncanville Cultural District Survey

#9

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 10, 2024 7:02:37 AM
Last Modified:	Tuesday, December 10, 2024 7:10:29 AM
Time Spent:	00:07:52
IP Address:	174.82.32.219

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

A cluster of Arts related businesses, museums or displays.

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main St / Center St to Freeman & Davis St (utilize the now old Ben Franklin store in some way)

Q4 **Disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural District

A Duncanville Cultural District Survey

#10

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 10, 2024 10:05:48 AM
Last Modified:	Tuesday, December 10, 2024 10:10:28 AM
Time Spent:	00:04:39
IP Address:	70.143.102.26

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Art murals, farmers markets, city events and festivals

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Downtown Main Street, Wheatland plaza

Q4 **Strongly agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Arts District

A Duncanville Cultural District Survey

#11

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 10, 2024 12:33:10 PM
Last Modified:	Tuesday, December 10, 2024 12:36:02 PM
Time Spent:	00:02:51
IP Address:	99.6.49.113

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Respondent skipped this question

Q2

Would you like the City of Duncanville to have a cultural district?

No

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Respondent skipped this question

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#12

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 10, 2024 12:37:31 PM
Last Modified:	Tuesday, December 10, 2024 12:50:45 PM
Time Spent:	00:13:14
IP Address:	99.70.97.158

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Fort Worth Stock Yards, Fair Park - Dallas, Bishop Arts District in Oak Cliff

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

while I think a cultural district in Duncanville is a good idea, I'm not sure where we could have one. Perhaps, include Armstrong Park, the Library, Senior Center, the Community Theatre on Main Street, and Main Street and the building that was Ben Franklin. Bounded by Wheatland on the south, Main street on the west, Davis Street on the north

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#13

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 10, 2024 2:25:39 PM
Last Modified:	Tuesday, December 10, 2024 2:58:01 PM
Time Spent:	00:32:22
IP Address:	107.115.171.16

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Vibrant
Regular events with Special Events throughout the calendar year
Upscale events, authors, artists, music that require advance tickets for a fee that pays for the event…preferred if events are hosted by professional third-partyorganizations, not City
Murals on bldgs, such as Library/Rec Center, Senior Center: murals should be community powered like Wintergreen street mural, but select artist(s) to pay them to be officially in charge: design/draw mural on walls and encourage volunteers to paint.
One signature mural should be the masterpiece/focal point of the Cultural District with a contest to select the winning artist(s) design for them to be commissioned (paid) to paint and complete the mural.

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Cultural Corridors:
Railroad Flats land: build skate park (Center Street)
Food truck park after bulldozing former 7-11 and/or adjacent blds such as Liberty Tax and former vet office (Wheatland and Main)

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural District

OR

Sell naming rights BUT at $250k or more

Use funds for murals and events

A Duncanville Cultural District Survey

#14

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 10, 2024 8:03:47 PM
Last Modified:	Tuesday, December 10, 2024 8:32:27 PM
Time Spent:	00:28:40
IP Address:	174.82.33.17

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Walkable
Visual Art
Music
Theatre/drama

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main street & center- main street station

Q4 **Agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville cultural district

A Duncanville Cultural District Survey

#15

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 10, 2024 8:41:58 PM
Last Modified:	Tuesday, December 10, 2024 8:44:12 PM
Time Spent:	00:02:13
IP Address:	174.82.32.186

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

I have already submitted my survey on my phone, which rightly allowed me to submit only 1 survey.

BUT, I can submit another survey on another device, my computer.

Multiple surveys from 1 user skews data to the point of uselessness.

Q2

Would you like the City of Duncanville to have a cultural district?

Respondent skipped this question

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Respondent skipped this question

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Respondent skipped this question

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#16

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 10, 2024 9:34:08 PM
Last Modified:	Tuesday, December 10, 2024 9:42:12 PM
Time Spent:	00:08:03
IP Address:	174.82.32.186

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

I have already submitted a survey on my phone, which rightly allowed only 1 submission.

BUT, I was allowed to submit 1 survey on my computer and now my iPad. Yes, the computer and now iPad allow only 1 survey submission each device. BUT that is 3 surveys for 1 user.

More than 1 survey per user skews the data to the point of being useless.

Wasted time, wasted money

Q2

Would you like the City of Duncanville to have a cultural district?

Respondent skipped this question

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Respondent skipped this question

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Respondent skipped this question

A Duncanville Cultural District Survey

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#17

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Friday, December 13, 2024 9:50:33 AM
Last Modified:	Friday, December 13, 2024 9:53:10 AM
Time Spent:	00:02:36
IP Address:	174.82.32.179

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Vital to this region. Walkable. Available to and marketed to the entire community. All groups.

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main street.

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#18

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Saturday, December 14, 2024 9:50:24 AM
Last Modified:	Saturday, December 14, 2024 9:55:12 AM
Time Spent:	00:04:48
IP Address:	108.198.45.15

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Appreciation for ethnicities, events that are ethnically reflective of the community, activities that impact the entire city

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

From the hotels to Armstrong Park. There should be enticing markers, signage, etc to draw people to the businesses on Main street

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Neither agree nor disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural and Arts District

A Duncanville Cultural District Survey

#19

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Sunday, December 15, 2024 11:36:34 AM
Last Modified:	Sunday, December 15, 2024 12:03:29 PM
Time Spent:	00:26:55
IP Address:	47.4.68.35

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Arts, entertainment, social venues, shopping

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

NOT in favor of using Ladd property

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#20

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 16, 2024 6:10:13 PM
Last Modified:	Monday, December 16, 2024 6:24:28 PM
Time Spent:	00:14:14
IP Address:	174.82.35.215

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Vibrant, family-friendly, walkable area of enthusiastic retail, eateries and entertainment

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main Street between Camp Wisdom and Danieldale

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#21

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 16, 2024 6:52:08 PM
Last Modified:	Monday, December 16, 2024 6:54:52 PM
Time Spent:	00:02:43
IP Address:	172.59.193.97

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

I think an area that isn't about families, but businesses. I don't think it is a good idea for neighborhoods.

Q2

Would you like the City of Duncanville to have a cultural district?

No

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#22

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 16, 2024 7:06:35 PM
Last Modified:	Monday, December 16, 2024 7:27:02 PM
Time Spent:	00:20:26
IP Address:	107.116.179.11

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

theater (which we do have a great one), museums (art, science, other), indoor location to hold concerts, symphony, special events, etc.).

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

On Main Street for 2 - 3 north and south of Center Street. And also maybe 1 - 2 blocks east and west of Main Street. I just had an idea! Maybe the city can purchase the vacant Ben Franklin property and use it as a multi-use building for concerts, art shows, special events.

Q4 **Neither agree nor disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Neither agree nor disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

I'm not answering the question about name here. However, I do have some questions about Armstong Park. Will the park be replaced with buildings? I hope not. It is a top notch park and I consider it as one of Duncanville's greatest assets (park, green space, walking paths, playground equipment, water 'splash' park etc.). It is close to the library, recreation center, and the senior center. (My grand kids love going there and to the library when they visit us.)

A Duncanville Cultural District Survey

#23

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 16, 2024 10:10:25 PM
Last Modified:	Monday, December 16, 2024 10:13:09 PM
Time Spent:	00:02:44
IP Address:	107.138.134.178

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Respondent skipped this question

Q2

Would you like the City of Duncanville to have a cultural district?

No

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

none

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Don't name it after a person

A Duncanville Cultural District Survey

#24

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 16, 2024 11:35:45 PM
Last Modified:	Monday, December 16, 2024 11:41:39 PM
Time Spent:	00:05:54
IP Address:	104.28.97.18

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Cultural celebrations through art, children’s programs to encourage our youth in their art practice.

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Downtown Main Street. There’s a vacant building I think would be perfect.

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Neither agree nor disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Downtown Duncanville Cultural District

A Duncanville Cultural District Survey

#25

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Tuesday, December 17, 2024 10:03:07 AM
Last Modified:	Tuesday, December 17, 2024 10:05:33 AM
Time Spent:	00:02:26
IP Address:	176.227.243.232

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Not duncanville. Elegant. Refined.

Q2

Would you like the City of Duncanville to have a cultural district?

I don't know.

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

?

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly disagree

Q6

What name would you recommend for a cultural district in Duncanville?

The Acres

A Duncanville Cultural District Survey

#26

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Tuesday, December 17, 2024 12:42:53 PM
Last Modified:	Tuesday, December 17, 2024 12:44:55 PM
Time Spent:	00:02:01
IP Address:	24.253.133.110

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Inclusiveness

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly agree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Heroes

A Duncanville Cultural District Survey

#27

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Tuesday, December 17, 2024 12:46:24 PM
Last Modified:	Tuesday, December 17, 2024 12:48:48 PM
Time Spent:	00:02:23
IP Address:	107.198.61.115

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Art activity, events that reflect the community

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong Park

Q4 **Strongly agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

The Armstrong Park Cultural District

A Duncanville Cultural District Survey

#28

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Tuesday, December 17, 2024 12:53:46 PM
Last Modified:	Tuesday, December 17, 2024 12:56:51 PM
Time Spent:	00:03:04
IP Address:	69.217.243.41

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Art, food from different countries, street art

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Downtown main st

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Respondent skipped this question

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Respondent skipped this question

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#29

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Tuesday, December 17, 2024 7:12:00 PM
Last Modified:	Tuesday, December 17, 2024 7:13:28 PM
Time Spent:	00:01:28
IP Address:	99.31.194.119

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Waste of resources we don't have.

Q2

Would you like the City of Duncanville to have a cultural district?

No

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

None

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Neither agree nor disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#30

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Tuesday, December 17, 2024 8:03:09 PM
Last Modified:	Tuesday, December 17, 2024 8:09:12 PM
Time Spent:	00:06:03
IP Address:	174.128.181.229

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Music, artists, books, food

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main Street south of the library

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Arts District

A Duncanville Cultural District Survey

#31

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Tuesday, December 17, 2024 8:34:13 PM
Last Modified:	Tuesday, December 17, 2024 8:48:56 PM
Time Spent:	00:14:43
IP Address:	174.82.34.132

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Music festivals murals gathering place shops restaurants

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main Street corridor from E nance north to E Davis and east to N Hastings. Hopefully the old Ben Franklin building could be included.

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncan Arts

A Duncanville Cultural District Survey

#32

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 17, 2024 8:57:55 PM
Last Modified:	Tuesday, December 17, 2024 9:03:39 PM
Time Spent:	00:05:43
IP Address:	70.143.102.158

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

locationally adjacent arts, museums, theatres, historical areas.

Q2

Would you like the City of Duncanville to have a cultural district?

I don't know.

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

downtown, near police, parks, parking, walking, theatre, museums, art (indoor and outdoor)

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville's a whole 4 square miles, folks - get real! one city block is not a "district" This idea is a ridiculous expense of taxpayer funding!

A Duncanville Cultural District Survey

#33

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Tuesday, December 17, 2024 10:15:40 PM
Last Modified:	Tuesday, December 17, 2024 11:03:35 PM
Time Spent:	00:47:55
IP Address:	107.198.61.223

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

culture, arts, music, history, food

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

downtown duncanville, everything from camp wisdom south to wheatland, this would incorporate restaurants and future art galleries/events/public art in the downtown area

Q4 **Neither agree nor disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Neither agree nor disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Downtown Duncanville Arts District, Main Street Cultural District, or something with historical or cultural significance, e.g., La Granja Cultural District

A Duncanville Cultural District Survey

#34

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Tuesday, December 17, 2024 11:50:24 PM
Last Modified:	Tuesday, December 17, 2024 11:52:06 PM
Time Spent:	00:01:41
IP Address:	99.6.49.217

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Respondent skipped this question

Q2

Would you like the City of Duncanville to have a cultural district?

No

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#35

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 12:04:46 AM
Last Modified:	Wednesday, December 18, 2024 12:44:31 AM
Time Spent:	00:39:45
IP Address:	75.30.252.22

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Art, cuisine, and a range of cultural shops. A place where people from different cultures can coexist and flourish. Learn from each other! Arranging occasional gatherings to bring the community together!

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

The Main St. area, is where our little downtown is! Additionally, Benjamin Franklin's former location could potentially be transformed into an art gallery to display local artists' creations! Have a museum that explains the history of Duncanville!

Q4 **Strongly agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Main St. Cultural District!

A Duncanville Cultural District Survey

#36

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 1:00:15 AM
Last Modified:	Wednesday, December 18, 2024 1:02:02 AM
Time Spent:	00:01:47
IP Address:	35.134.108.27

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Arts and entertainment

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Downtown

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Neither agree nor disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural District

A Duncanville Cultural District Survey

#37

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 2:58:39 AM
Last Modified:	Wednesday, December 18, 2024 3:27:04 AM
Time Spent:	00:28:24
IP Address:	66.115.181.153

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Inclusive murals and sculptures.

Q2

Would you like the City of Duncanville to have a cultural district?

I don't know.

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong Park, Main St. and Center St area,
Wheatland Plaza, Camp Wisdom and Oriole in one of the giant lots to draw people to the businesses there.
Old Ben Franklin or next to the John Pelt building

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#38

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 7:01:13 AM
Last Modified:	Wednesday, December 18, 2024 7:03:50 AM
Time Spent:	00:02:37
IP Address:	99.6.49.168

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

None

Q2

Would you like the City of Duncanville to have a cultural district?

No

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Downtown

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Neither agree nor disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly disagree

Q6

What name would you recommend for a cultural district in Duncanville?

The City of Champions Cultural District

A Duncanville Cultural District Survey

#39

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 7:31:07 AM
Last Modified:	Wednesday, December 18, 2024 7:34:02 AM
Time Spent:	00:02:54
IP Address:	107.198.61.115

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Exhibits, live performances, sculptures, murals

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Our famous park, Armstrong Park

Q4 **Strongly agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Keep Armstrong in the name

A Duncanville Cultural District Survey

#40

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 7:48:53 AM
Last Modified:	Wednesday, December 18, 2024 7:52:49 AM
Time Spent:	00:03:56
IP Address:	174.82.35.35

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Murals

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Same area where Roma’s is and Mudhook was at

Q4 **Agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Armstrong Arts District of Duncanville

A Duncanville Cultural District Survey

#41

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 8:55:08 AM
Last Modified:	Wednesday, December 18, 2024 8:58:22 AM
Time Spent:	00:03:14
IP Address:	172.59.197.194

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Community coming together.

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Around Armstrong Park.

Q4 **Strongly agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Armstrong Cultural District.

A Duncanville Cultural District Survey

#42

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 8:53:22 AM
Last Modified:	Wednesday, December 18, 2024 8:58:48 AM
Time Spent:	00:05:25
IP Address:	99.156.164.30

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Inclusion, equality, and an area to express freedom

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Agree

Q6

What name would you recommend for a cultural district in Duncanville?

None. Leave it as is. Everyone knows “Armstrong Park”. I think “if it ain’t broke don’t fix it”.

A Duncanville Cultural District Survey

#43

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 9:13:22 AM
Last Modified:	Wednesday, December 18, 2024 9:18:18 AM
Time Spent:	00:04:56
IP Address:	107.198.61.223

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Community, History, An area for brining in different cultures and showing off the culture of a city

Q2

Would you like the City of Duncanville to have a cultural district?

I don't know.

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Wherever there are places to have cultural events, wherever there are places to eat, wherever there is art. Doesn't seem like there is much of that in Duncanville right now.

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Disagree

Q6

What name would you recommend for a cultural district in Duncanville?

I am not sure. However, Armstrong Park is Armstrong Park. Seems like there should be places to eat and different places to go in a cultural District.

A Duncanville Cultural District Survey

#44

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 10:35:53 AM
Last Modified:	Wednesday, December 18, 2024 10:37:37 AM
Time Spent:	00:01:43
IP Address:	107.198.61.115

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Art, festivals

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong Park can be our version of Central Park

Q4 **Strongly agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Armstrong Park Cultural District

A Duncanville Cultural District Survey

#45

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 12:48:53 PM
Last Modified:	Wednesday, December 18, 2024 12:52:26 PM
Time Spent:	00:03:33
IP Address:	107.115.171.137

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Multicultural

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Wheatland, Main Street

Q4 **Strongly agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural Art District

A Duncanville Cultural District Survey

#46

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 1:27:25 PM
Last Modified:	Wednesday, December 18, 2024 1:47:33 PM
Time Spent:	00:20:08
IP Address:	172.226.176.47

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Inclusive, experimental, welcoming, walkability, inventive. It is no one thing, it is everything and not limited to old ideas that have held this city back for ages.

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Make it seamless to connect from Wheatland Plaza with an easy, safe path to the underused Armstrong Park. Open the connection and the park to bike usage. For far too long, our parks have excluded rather than invited anything more than foot traffic. From the area by the library, it is easy to connect to downtown to include Main Station and the rest of downtown. It is in fact so simple, it should have been done ages ago. It would create more green space and invite people to walk the area. Something the city has been trying to do with little to no luck thus far. Simple ideas can be the best.

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Agree

A Duncanville Cultural District Survey

Q6

What name would you recommend for a cultural district in Duncanville?

I am not sure what the best name should be. I am afraid if it is left with Armstrong Park as the first words that people here will not ever change the ideas of the area. Perhaps The Cultural District at Armstrong Park better serves the idea. But I can already hear a certain faction saying no to putting Armstrong Park at the end. To me, if you want to make this change, the CULTURAL DISTRICT aspect should be first and foremost.

A Duncanville Cultural District Survey

#47

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 2:59:04 PM
Last Modified:	Wednesday, December 18, 2024 3:00:03 PM
Time Spent:	00:00:58
IP Address:	104.28.50.133

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Shared space, imagination, arts

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong Park

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#48

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 3:01:45 PM
Last Modified:	Wednesday, December 18, 2024 3:02:58 PM
Time Spent:	00:01:13
IP Address:	172.59.195.33

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Music, galleries, festivals

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong Park

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#49

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 3:07:01 PM
Last Modified:	Wednesday, December 18, 2024 3:08:13 PM
Time Spent:	00:01:11
IP Address:	172.59.195.213

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Food art music theater

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong Park makes sense

Q4 **Strongly agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6 **Respondent skipped this question**

What name would you recommend for a cultural district in Duncanville?

A Duncanville Cultural District Survey

#50

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 3:12:54 PM
Last Modified:	Wednesday, December 18, 2024 3:14:36 PM
Time Spent:	00:01:41
IP Address:	174.82.35.164

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Art, music, history, events

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong park area, lakeside park, main and center intersection

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#51

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 3:57:14 PM
Last Modified:	Wednesday, December 18, 2024 4:00:19 PM
Time Spent:	00:03:05
IP Address:	174.82.35.23

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

music, art, tradition, museums, historical displays, cultural events, broad representation, roots of the community, history

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main St.

Q4 **Agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural District
Cultural District of Duncanville

A Duncanville Cultural District Survey

#52

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 4:08:17 PM
Last Modified:	Wednesday, December 18, 2024 4:09:44 PM
Time Spent:	00:01:26
IP Address:	107.77.196.189

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Armstrong Park

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong park

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#53

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Wednesday, December 18, 2024 7:18:43 PM
Last Modified:	Wednesday, December 18, 2024 7:22:15 PM
Time Spent:	00:03:31
IP Address:	174.82.40.179

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Respondent skipped this question

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#54

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Thursday, December 19, 2024 12:09:55 AM
Last Modified:	Thursday, December 19, 2024 12:13:11 AM
Time Spent:	00:03:15
IP Address:	35.150.56.65

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

All kinds of people of different cultures

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong Park

Q4 **Agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Armstrong Cultural District

A Duncanville Cultural District Survey

#55

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Thursday, December 19, 2024 4:38:06 AM
Last Modified:	Thursday, December 19, 2024 4:40:10 AM
Time Spent:	00:02:03
IP Address:	99.5.247.127

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Community enrichment

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#56

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Thursday, December 19, 2024 8:53:55 AM
Last Modified:	Thursday, December 19, 2024 8:56:39 AM
Time Spent:	00:02:43
IP Address:	174.82.34.178

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Respondent skipped this question

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#57

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Thursday, December 19, 2024 9:04:18 AM
Last Modified:	Thursday, December 19, 2024 9:12:06 AM
Time Spent:	00:07:47
IP Address:	99.24.143.46

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Unique features (restaurants, businesses, attractions) that will bring visitors to the area more than one time.

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main Street - Wheatland- areas around the schools. Streets that are frequently driven on for easy visibility.

Q4 **Neither agree nor disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Neither agree nor disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural District. Putting the word park in the title will lead people to think it is just another park.

A Duncanville Cultural District Survey

#58

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Thursday, December 19, 2024 10:03:51 AM
Last Modified:	Thursday, December 19, 2024 10:19:20 AM
Time Spent:	00:15:28
IP Address:	107.77.197.186

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

I have been in multiple cultural districts throughout the state of texas and other states. Words that come to mind: local culture, art, diverse cuisine, entertainment, boutique shopping, destination, economics, long term planning, local involvement

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Start with developing Downtown Duncanville as the first cultural District, but a city can have multiple. We could also develop a neighborhood, e.g, a neighborhood with a large Hispanic population. Also area of Duncanville north of I20, the road where they were considering a wonorf. Also one of the industrial areas could be reimagined as cultural district, like cedar ridge area by cabinet works.

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly disagree

Q6

What name would you recommend for a cultural district in Duncanville?

NOT just Armstrong Park. Name should be consistent with the area, which should be considered carefully. I'm not sure why that was the recommendation, perhaps there was a reason, but seems limited and short-sighted.

A Duncanville Cultural District Survey

#59

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Thursday, December 19, 2024 9:25:22 PM
Last Modified:	Thursday, December 19, 2024 9:27:51 PM
Time Spent:	00:02:29
IP Address:	107.213.163.56

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Respondent skipped this question

Q2

Would you like the City of Duncanville to have a cultural district?

I don't know.

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Neither agree nor disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural District

A Duncanville Cultural District Survey

#60

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Thursday, December 19, 2024 10:47:54 PM
Last Modified:	Thursday, December 19, 2024 10:51:07 PM
Time Spent:	00:03:12
IP Address:	99.31.195.115

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Different background’s or ethnicities being represented

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Close to the historic area of Main st

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural District

A Duncanville Cultural District Survey

#61

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Thursday, December 19, 2024 11:00:13 PM
Last Modified:	Thursday, December 19, 2024 11:03:11 PM
Time Spent:	00:02:57
IP Address:	69.217.242.240

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Multi use theater

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly agree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncan District

A Duncanville Cultural District Survey

#62

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Friday, December 20, 2024 3:00:42 PM
Last Modified:	Friday, December 20, 2024 3:12:33 PM
Time Spent:	00:11:51
IP Address:	108.195.79.64

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

art galleries
live music and theater
different kinds of restaurants
public gathering spaces
special events
attractive area
activity hub

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Thrush avenue, between main street and Duncanville road
Main street, from Wheatland Rd to Camp Wisdom, especially incorporate Ben Franklin building (hopefully will be a nice restaurant or art gallery, both?) and neighborhood behind with older homes. Wheatland Plaza

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Neither agree nor disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Disagree

A Duncanville Cultural District Survey

Q6

What name would you recommend for a cultural district in Duncanville?

I do not know why Armstrong Park has been recommended, would need more information. Makes sense that it would be part of the District, but the questions seems biased to Armstrong Park. Did the Arts Commission consider any other names? Why were those not shared? I would recommend a name that suits whatever area is chosen, but that also has some cultural significance in the city, e.g. a name that recalls the farming/agricultural roots of the city, or that reflects the racial, cultural diversity of the city.

A Duncanville Cultural District Survey

#63

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Saturday, December 21, 2024 8:52:28 AM
Last Modified:	Saturday, December 21, 2024 9:02:02 AM
Time Spent:	00:09:34
IP Address:	107.198.61.223

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

CULTURE: the arts and other manifestations of human intellectual achievement regarded collectively.
"20th century popular culture"
Similar:
the arts
the humanities
intellectual achievement(s)
intellectual activity
literature
music
painting
philosophy
2.
the customs, arts, social institutions, and achievements of a particular nation, people, or other social group.
"Caribbean culture"
Similar:
civilization
society
way of life
lifestyle
customs
traditions
heritage
habits
ways
mores
values
verbBiology
maintain (tissue cells, bacteria, etc.) in conditions suitable for growth.
"several investigators have attempted to culture biliary cells"
DISTRICT: an area of a country or city, especially one regarded as a distinct unit because of a particular characteristic.
"an elegant shopping district"

A Duncanville Cultural District Survey

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Around the Library, Along railroad tracks, Around historical buildings

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural District, Santa Fe Trail

A Duncanville Cultural District Survey

#64

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Sunday, December 22, 2024 1:31:40 AM
Last Modified:	Sunday, December 22, 2024 1:36:20 AM
Time Spent:	00:04:40
IP Address:	68.125.172.96

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Art Galleries, Museums, Creative Spaces for Art Workshops

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Areas that already have a steady flow of people coming through.

Q4 **Agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Something that sounds welcoming and feels authentic to the neighborhood, nothing corporate or stuffy government vibe.

A Duncanville Cultural District Survey

#65

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Monday, December 23, 2024 4:59:05 PM
Last Modified:	Monday, December 23, 2024 5:00:12 PM
Time Spent:	00:01:06
IP Address:	107.198.61.115

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Attraction

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong Park area

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#66

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 23, 2024 10:18:52 PM
Last Modified:	Monday, December 23, 2024 10:29:52 PM
Time Spent:	00:10:59
IP Address:	99.6.49.84

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Shops and restaurants with cultural murals or streets.

Q2 **I don't know.**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main Street has potential for shops and more restaurants. Starting at the shopping center where Roma is located to East Davis street. The switch market is already there? Why not expanded it?

Q4 **Disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Legacy Arts? Legacy South? South Dallas Arts District? South Dallas Legacy?

A Duncanville Cultural District Survey

#67

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 24, 2024 7:26:46 AM
Last Modified:	Tuesday, December 24, 2024 7:32:45 AM
Time Spent:	00:05:58
IP Address:	69.217.243.213

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Inclusiveness, diversity, melting pot, artistic, expression

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main Street, Cedar Ridge, camp wisdom

Q4 **Neither agree nor disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural District or Duncanville Community District

A Duncanville Cultural District Survey

#68

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 24, 2024 8:20:30 AM
Last Modified:	Tuesday, December 24, 2024 8:27:44 AM
Time Spent:	00:07:14
IP Address:	70.143.102.84

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Art, Music, Maker Lab, Classes, Events

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

The shops south of Camp Wisdom on Main St, possibly including Armstrong Park.

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural District

A Duncanville Cultural District Survey

#69

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Tuesday, December 24, 2024 8:44:56 AM
Last Modified:	Tuesday, December 24, 2024 8:46:07 AM
Time Spent:	00:01:11
IP Address:	107.213.163.41

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Events and activities

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong Park

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly agree

Q6

What name would you recommend for a cultural district in Duncanville?

Same

A Duncanville Cultural District Survey

#70

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 24, 2024 10:23:31 AM
Last Modified:	Tuesday, December 24, 2024 10:28:16 AM
Time Spent:	00:04:45
IP Address:	35.134.104.145

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Artsy fartsy self important so called elites

Q2 **No**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

The Landfill

Q4 **Strongly disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Shit hole

A Duncanville Cultural District Survey

#71

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 24, 2024 1:55:38 PM
Last Modified:	Tuesday, December 24, 2024 2:20:45 PM
Time Spent:	00:25:07
IP Address:	47.4.69.120

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Money spend uncessary
Regular citizens could care less

Q2 **No**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Downtown

Q4 **Strongly disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

U pick

A Duncanville Cultural District Survey

#72

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Thursday, December 26, 2024 11:35:40 PM
Last Modified:	Friday, December 27, 2024 12:00:19 AM
Time Spent:	00:24:38
IP Address:	35.146.90.58

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

I Envision a vibrant gathering space—a designated corridor featuring pop-up shops, parklets, unique curio stores, and outdoor music and entertainment designed to bring the community together. This would be a lively hub for all members of the community, distinct from a traditional recreation-focused park.

By integrating this district with a newly developed market area, you can capitalize on new foot traffic, attract tourism, and host dynamic events like Duncan Switch, as well as other activities. This synergy would provide an engaging destination for visitors attending tournaments at the Fieldhouse every weekend, enhancing their experience and driving economic benefits for the area.

Q2

Yes

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Fouts Street, located across from Merryfield Elementary and connecting Wheatland Plaza, as well as Armstrong park, possibly revitalize and develop Fair Meadows street, or Center Street just north of Main, these areas present a prime opportunity for new development/redevelopment and adaptive reuse. Rather than focusing exclusively on Armstrong, which is already a standout asset in Duncanville, IMO it would be more impactful to allocate resources toward revitalizing blighted or underdeveloped areas like this. This approach would not only enhance the existing community but also create an additional thriving hub, giving Duncanville two remarkable assets to benefit residents and attract further growth.

Note: Fair Meadows presents a natural corridor if developed properly, and with proper signage could draw commuters who pass by on I-20 everyday. Retractable bollards on the the east and west entrances would give the City the ability to close it off for events.

#Investincommunity

Q4

Disagree

Do you agree that Armstrong Park should be designated as a cultural district?

A Duncanville Cultural District Survey

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Merryfield Arts District (If across from elementary) The District on Center / The Center St Arts District,

A Duncanville Cultural District Survey

#73

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Friday, December 27, 2024 2:56:51 PM
Last Modified:	Friday, December 27, 2024 2:59:25 PM
Time Spent:	00:02:34
IP Address:	76.185.40.129

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

arts business - galleries, performance spaces, etc. - walkable with an upbeat vibe

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

downtown - near Center and Main St. and over to Santa Fe Trail; Armstrong Park area; Lakeside Park area

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#74

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Saturday, December 28, 2024 4:00:53 AM
Last Modified:	Saturday, December 28, 2024 4:08:06 AM
Time Spent:	00:07:13
IP Address:	108.211.91.20

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Duncanville needs excitement and something to be proud of as a citizen. Sad to say, but it’s a boring town.

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main Street, old Ben Franklin area

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Culture Arts District

A Duncanville Cultural District Survey

#75

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Saturday, December 28, 2024 7:59:38 AM
Last Modified:	Saturday, December 28, 2024 8:05:14 AM
Time Spent:	00:05:35
IP Address:	108.211.91.212

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

N/a

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Where the old Minyards use to be

Q4 **Strongly disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Champions Design District

A Duncanville Cultural District Survey

#76

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Saturday, December 28, 2024 9:29:17 AM
Last Modified:	Saturday, December 28, 2024 9:31:58 AM
Time Spent:	00:02:40
IP Address:	99.70.99.184

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Diversity

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main street

Q4 **Agree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Agree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Samr

A Duncanville Cultural District Survey

#77

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Sunday, December 29, 2024 12:50:46 AM
Last Modified:	Sunday, December 29, 2024 12:56:44 AM
Time Spent:	00:05:58
IP Address:	107.198.61.223

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

music, arts, food

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

main station, romas, mudhook, ben franklin, train depot, santa fe trail

Q4 **Disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

center, bring back poetry night, live music, and first fridays at main station! that was the most culture we ever had

A Duncanville Cultural District Survey

#78

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Sunday, December 29, 2024 8:55:01 AM
Last Modified:	Sunday, December 29, 2024 8:59:57 AM
Time Spent:	00:04:56
IP Address:	99.5.247.12

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Small businesses, space for children entrepreneurs, feature and fundraiser for non profits

Q2

Would you like the City of Duncanville to have a cultural district?

I don't know.

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Parks, land areas

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville food and art district

A Duncanville Cultural District Survey

#79

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 30, 2024 6:59:50 PM
Last Modified:	Monday, December 30, 2024 7:03:05 PM
Time Spent:	00:03:14
IP Address:	107.116.89.111

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

History, eclectic art and food

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main Street

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#80

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 30, 2024 7:07:19 PM
Last Modified:	Monday, December 30, 2024 7:08:31 PM
Time Spent:	00:01:12
IP Address:	172.59.194.188

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Art, Markets, Pop-Ups

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main Street is the heart of Duncanville.

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Strongly agree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Strongly agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#81

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Monday, December 30, 2024 8:14:47 PM
Last Modified:	Monday, December 30, 2024 8:16:51 PM
Time Spent:	00:02:03
IP Address:	107.77.222.71

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Jazz music, evening events, sculptures, paintings, food

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Downtown

Q4 **Strongly disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Strongly disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Downtown Cultural District

A Duncanville Cultural District Survey

#82

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Monday, December 30, 2024 9:32:24 PM
Last Modified:	Monday, December 30, 2024 9:34:51 PM
Time Spent:	00:02:26
IP Address:	174.82.33.173

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

We have nothing

Q2 **Yes**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Do something with downtown Duncanvi

Q4 **Neither agree nor disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Neither agree nor disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Cultural District

A Duncanville Cultural District Survey

#83

COMPLETE

Collector:	Facebook/Arts Commission (Web Link)
Started:	Monday, December 30, 2024 11:05:08 PM
Last Modified:	Monday, December 30, 2024 11:07:06 PM
Time Spent:	00:01:58
IP Address:	162.237.105.35

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Local artist creativity nurtured and showcased

Q2

Would you like the City of Duncanville to have a cultural district?

Yes

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Main and Center

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Neither agree nor disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Agree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#84

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 31, 2024 10:48:33 AM
Last Modified:	Tuesday, December 31, 2024 10:53:49 AM
Time Spent:	00:05:16
IP Address:	107.116.185.124

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Respondent skipped this question

Q2

Would you like the City of Duncanville to have a cultural district?

I don't know.

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Respondent skipped this question

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Neither agree nor disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Respondent skipped this question

A Duncanville Cultural District Survey

#85

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 31, 2024 11:10:56 AM
Last Modified:	Tuesday, December 31, 2024 11:13:13 AM
Time Spent:	00:02:17
IP Address:	108.211.91.131

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Arts. Creative.

Q2

Would you like the City of Duncanville to have a cultural district?

I don't know.

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Somewhere in the area of Main and Center Streets.

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Arts District

A Duncanville Cultural District Survey

#86

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 31, 2024 2:21:24 PM
Last Modified:	Tuesday, December 31, 2024 2:30:33 PM
Time Spent:	00:09:09
IP Address:	162.237.105.116

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Museums, concerts/musical events, art exhibits, community gatherings, theatrical events, gathering places/event spaces for community use, "nice" restaurants (not fast food), overnight accommodations for visitors, community and city support, festivals

Q2

Would you like the City of Duncanville to have a cultural district?

I don't know.

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

It probably would be nice to have but I'm not convinced it would be supported. Other arts-related activities have not been widely supported in the community. We could have done this with a portion of the Ladd property. Duncanville does not have the concentrated land mass to pull off a true cultural district with multiple venues and opportunities. It's a nice idea, but not sure it's practical at this point.

Reading ahead in the survey, Armstrong Park is simply inadequate space for a true cultural district.

Q4

Do you agree that Armstrong Park should be designated as a cultural district?

Disagree

Q5

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Neither agree nor disagree

A Duncanville Cultural District Survey

Q6

What name would you recommend for a cultural district in Duncanville?

Just needs to be Duncanville Cultural District. No one other than those in Duncanville would have a clue what Armstrong Park is.

A Duncanville Cultural District Survey

#87

COMPLETE

Collector:	Email Newsletter Link (Web Link)
Started:	Tuesday, December 31, 2024 6:02:32 PM
Last Modified:	Tuesday, December 31, 2024 6:08:38 PM
Time Spent:	00:06:06
IP Address:	99.31.195.193

Page 1

Q1

What words or ideas come to mind when you hear “cultural district”?

Art and music...even from a variety of cultures represented in the US

Q2 **I don't know.**

Would you like the City of Duncanville to have a cultural district?

Q3

No matter how you answered question 2, what areas in Duncanville do you think should be a cultural district? You can list as many as you want. If you can, describe the boundaries of the area(s) using streets or landmarks.

Armstrong Park

Q4 **Neither agree nor disagree**

Do you agree that Armstrong Park should be designated as a cultural district?

Q5 **Neither agree nor disagree**

If Armstrong Park is designated as a cultural district, do you agree or disagree that it should be named the Armstrong Park Cultural District?

Q6

What name would you recommend for a cultural district in Duncanville?

Duncanville Arts District

STAFF REPORT

MEETING: City Council - 07 Jan 2025

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

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

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

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

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main St., south of Davis, west of Cockrell Hill, and north of Danieldale, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main St., south of Davis, west of Cockrell Hill, and north of Danieldale, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

POLICY EXPLANATION:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main St., south of Davis, west of Cockrell Hill, and north of Danieldale, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

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

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
City council shall convene into closed executive session pursuant to Section 551.074, Texas Government Code to deliberate the appointment, evaluation, duties, discipline or dismissal of a public officer; to wit, a member of the Type B, Board Member of the Duncanville Community Economic Development Corporation for non-participation.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
City council shall convene into closed executive session pursuant to Section 551.074, Texas Government Code to deliberate the appointment, evaluation, duties, discipline or dismissal of a public officer; to wit, a member of the Type B, Board Member of the Duncanville Community Economic Development Corporation for non-participation.

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City council shall convene into closed executive session pursuant to Section 551.074, Texas Government Code to deliberate the appointment, evaluation, duties, discipline or dismissal of a public officer; to wit, a member of the Type B, Board Member of the Duncanville Community Economic Development Corporation for non-participation.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Receive a draft report and discuss the highlights of the Ladd Nature Preserve master plan.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
The Ladd Nature Preserve Master Plan Advisory Committee was created by the City Council in June 2024 to guide the master planning process and provide associated recommendations to the City Council. The advisory committee has been working with the City's consultant, Halff Associates, for approximately six months to complete the master plan for future development of the nature preserve located north of Duncanville Road between Santa Fe Road and Cedar Hill Road. Half Associates and the advisory committee has had numerous meetings, along with an extended site visit on Tuesday, July 30. The advisory committee also hosted a community town hall meeting at City Hall on the evening of November 14 where approximately 20 residents joined the committee members and Halff Associates to share their desires and input for the Ladd Nature Preserve.

Based on the property data collected, along with crucial input from the advisory committee and community, Halff Associates has created a draft master plan for the nature preserve that sets the long-term vision for its development. The consultant and staff are seeking Council feedback on the draft plans prior to bringing them to a future agenda for consideration of approval. Following this discussion, the advisory committee will review the final documents and provide a recommendation for Council at an upcoming meeting.

POLICY EXPLANATION:
There are no policies related to this item.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
There is no formal action required for this item.

ATTACHMENTS:
Draft Master Plan Graphic

Charles F. Ladd Nature Preserve

DUNCANVILLE, TEXAS

1. GATHERING STRUCTURE
2. DEMONSTRATION GARDEN
3. NATURE PLAY AREA
4. PERMEABLE PARKING (30)
5. BIOSWALE
6. GATHERING SPACE
7. SOFT SURFACE TRAILS
8. BOARDWALK
9. WETLANDS OVERLOOK
10. GATHERING SPACE
11. OUTDOOR CLASSROOM
12. TRAILHEAD
13. GATHERING SPACE
14. SHARED USE PATH
15. PEDESTRIAN BRIDGE
16. GATHERING SPACE
17. PEDESTRIAN BRIDGE
18. CREEK ACCESS
19. CREEK ACCESS

halff | BLACKLAND COLLABORATIVE
LAKE | FLATO
Duncanville City of Champions

MASTER PLAN

DECEMBER 2024

NORTH

0 50 100 200

SCALE 1”=100’

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Consider a Resolution authorizing contractual legal services with Nichols Jackson for city attorney services for Robert Hager; and authorizing the City Manager to execute the necessary documents related to expenditures.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
The city council approved the contract by motion, without a resolution, for legal and city attorney with Nichols, Jackson, Dillard, Hager and Smith, LLP on September 10, 2013.

POLICY EXPLANATION:
Section 2-5 of the Code of Ordinances of the City of Duncanville, Texas provides for the city attorney as a city officer. The city council approved the contract for legal and city attorney with Nichols, Jackson, Dillard, Hager and Smith, LLP on September 10, 2013. The City Manager is requesting Council consider a Resolution for authorization and document tracking purposes to demonstrate authorization by City Council for legal counsel, and authorization for City Manager to execute necessary documents and expenditures.

FUNDING SOURCE:

ORG and Object Number
01088000-700444

Available Budget	Purchase Amount	After Encumber
175,000.00	231,000.00	$0.00

ACTION ALTERNATIVES:

1. Approved funding in the amount of $231,000.00 to perform the legal services.
2. Do not provide funding.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2025-395
2013-09-10 City Council Minutes

RESOLUTION NO. 2025-395

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE EXPENDITURES FOR CONTRACTUAL LEGAL SERVICES IN THE AMOUNT OF $231,000 FOR FISCAL YEAR 2024 WITH NICHOLS, JACKSON FOR CITY ATTORNEY SERVICES FOR ROBERT HAGER; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-5 of the Code of Ordinances of the City of Duncanville, Texas provides for the city attorney as a city officer.

WHEREAS, the city council approved the contract for legal and city attorney with Nichols, Jackson, Dillard, Hager and Smith, LLP on September 10, 2013.

WHEREAS, Robert Hager has continuously served as the city attorney since the contract approval.

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, does hereby authorize the expenditures related to the contracts with Nichols Jackson; and authorizes the City Manager to execute the necessary documents related to said expenditures.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of January 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY COUNCIL
WORKSHOP
SEPTEMBER 10, 2013

The City Council held a Meeting on Tuesday, September 10, 2013 at 6:20 PM with a quorum present, to wit:

Deborah Hodge	Mayor
Patrick Harvey	Councilman
Cliff Boyd	Councilman
Stephen Jones	Councilman
Stan Smith	Councilman
Mark Cooks	Mayor Pro Tem
Johnette Jameson	Councilwoman

ITEM 1. *Discuss and consider selecting a date and time to interview applicants for the Duncanville Boards and Commissions.*
Council discussed holding interviews for positions on the Boards and Commissions on October 24, 2013.

ITEM 2. *Interview Applicants for City Attorney for the City of Duncanville.*
Council received presentations and posed questions to the following firms: Taylor, Olson, Adkins, Sralle, Elam; Nichols, Jackson, Dillard, Hager and Smith; and Brown and Hoffmeister.

ITEM 3. *Discuss and take action on hiring a City Attorney for the City of Duncanville.*
Councilwoman Jameson made a motion, seconded by Councilman Jones, to recess into Executive Session. A vote was cast, 5 in favor, 2 against (Smith, Harvey).

Council recessed into Executive Session at 9:33 PM in compliance with Texas Local Government Code:

551.074, Personnel, Discuss hiring a City Attorney

Council reconvened at 10:03 PM.

Councilman Harvey made a motion, seconded by Councilman Smith, to extend a contract for City Attorney to Nichols, Jackson, Dillard, Hager and Smith, LLP. Mayor Pro Tem Cooks made a friendly amendment to the motion to meet with the proposed City Attorney and review the contract prior to acceptance. The amendment was accepted by Councilman Harvey. A vote was cast, 4 in favor, 3 against (Hodge, Jones, Jameson).

ITEM 4. *Discuss, give direction and take action on items that need to be finalized in order to complete preparation of the budget for FY 2013/2014.*
Discussion included the Fleet Rotation fund – fire engine previously budgeted for purchase removed from budget; remove pavilion awning from budget; and sales tax

report due in tomorrow. Council was provided updated revenues; emergency repair of pump at Waterview Park; and discussion on repairing or replacing city siren towers. Council gave direction to place the retention pay for employees in the budget; discussion followed on the distribution of those funds to employees.

ITEM 5. *Discuss and give direction on a tax rate for FY 2013/2014.*
It was a consensus of Council to direct the Finance Director to prepare the Budget for FY 2013/2014 with a 2 cent tax increase. A vote was cast, 4 in favor, 3 against (Hodge, Jameson, Jones).

The meeting was adjourned at 11:45 PM.

APPROVED:

Deborah Hodge
MAYOR

ATTEST:

Angie Wade
INTERIM CITY SECRETARY

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Consider a Resolution to approve the use of Hotel-Motel Funds to purchase an Emergency Response Cart to be used for Special Events.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The Fire Department submitted an application requesting Hotel-Motel Funds to purchase an Emergency Response Cart. The application and request were presented to the Council at the December 3, 2024, meeting. The purpose of this resolution is for Council authorization. The information provided previously is as follows:

Special events attract large crowds, creating challenges for EMS teams in providing timely medical attention in crowded or restricted environments. Events such as festivals, concerts, parades, and sports activities require efficient emergency medical services to ensure the safety and well-being of attendees.

Current EMS response methods rely primarily on vehicles that are not always able to navigate through congested event areas or areas with limited access, leading to delays in providing care. In emergency situations, time is critical, and the ability to quickly reach individuals in need is essential.

POLICY EXPLANATION:
To address these concerns, the purchase of an EMS Response Cart is necessary. The purchase of an EMS Response Cart directly addresses these challenges by providing a portable, maneuverable unit designed to quickly and efficiently deliver emergency care in crowded, restricted, or hard-to-reach

areas. City Council must approve Hotel-Motel Grants and give the authorization to purchase over the $50,000 expenditure threshold.

FUNDING SOURCE:

ORG and Object Number
10011000-700450 CONVENTION AND VISIT_CNTRCT SV

Available Budget	**Purchase Amount**	**After Encumber**
$200,347.72	$74,895.00	$125,362.72

ACTION ALTERNATIVES:
1. Approve the request to use Hotel Motel Funds to purchase an Emergency Response Cart.
2. Do not approve the request.
3. Other actions as directed by Council.

ATTACHMENTS:
Fire EMS Service Response Cart Application and Quotation
Resolution No. - 2025-396 - HOT Funds - EMS Cart - Pdf

Duncanville
City of Champions

Application

Date: 11/15/2024

Organization Information

Name of Organization: Duncanville Fire Dept.

Address: 1530 S. Main St

City, State, Zip: Duncanville, TX 75137

Contact Name: Greg Chase Contact Phone Number: 972-780-4926

Contact Email: greg.chase@duncanvilletx.gov Organization Email: same

URL Address for Event or Sponsoring Entity: https://

Non-Profit or For-Profit status: Tax ID #:

Entity's Creation Date:

Purpose of your organization: To provide Fire & EMS services to the Citizens & Visitors of the City of Duncanville.

Event Information

Name of Event or Project: Fire Dept EMS Response Cart for Special Events.

Date of Event or Project: Multiple

Primary Location of Event or Project: NA

Amount Requested: $74,895.00

How will the funds be used: The utility vehicle/cart will be used for

EMS Responses During Special Events, such as Parades, July 4th, Christmas Tree Lighting event, Hispanic Heritage Celebration. The vehicle will be customized for Duncanville F.D. to Respond and Transport patients at Special Events. The Restricted Travel Areas associated with these events creates issues for EMS Response and Patient Transport.

Primary Purpose of Funded Activity/Facility:

Patient Care & Transport at Duncanville Special Events. This unit will also be used for certain State Deployments that will be reimbursed by the state and will offset the cost of the vehicle.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ 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: $_____

☐ **b) Registration of Convention Delegates**: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **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 : $_____

☐ **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: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **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: $_____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **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?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: _____
2. Expected Attendance: 5,000 +
3. How many people attending the Event or Project will use _____ Duncanville hotels?
   _____

   How many nights will they stay: _____
4. Did you reserve a room block for this event at Duncanville hotel and if so, for how many rooms and at which hotels:

_____

_____

_____

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT funding and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? _____

_____

_____

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?

_____

_____

_____

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: $_____
Radio: $_____
TV: $_____
Other Paid Advertising: $_____

Number of Press Releases to Media _____
Number Direct Mailings to out-of-town recipients _____

Other Promotions _____

10. Will you include a link on your promotional handouts and in your website for booking hotel nights during this event? _____

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
_____

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

_____

_____

_____

13. What geographic areas does your advertising and promotion reach: _____

_____

14. How many individuals will your proposed marketing reach who are located 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 no later than six (6) months prior to your event/funding need.

Contact

Jeremiah Brewer
Application Coordinator
Jeremiah.Brewer@Duncanvilletx.gov

LoLecia Day
Assistant Director, Economic Development

Victor Barrera
Director, Economic Development

FARRWEST SPECIALTY VEHICLES

FSV WILDLAND/ EMS RESCUE UNIT

can-am BRP

BRP Government Fleet Dealer

CHASSIS

- 2025 Can-Am Defender MAX XT, Fiery Red
- 82hp Rotax HD10 Engine
- 30", 10-ply tires; upgraded for multi-terrain
- 14" aluminum wheels
- Can-Am 4,500lbs winch
- Full length skid plate

BODY

- Polycarbonate, hard-coat front windshield
- FSV steel roof; extended overhang ¾ of rear cargo bed and 12" overhang front
- FSV heavy-duty steel front bumper with 2" hitch and winch mount, headlight surrounds
- Custom-built rear heavy-duty struts for increased load capacity
- Heavy-duty metal half-doors, front and rear
- Side View Mirrors
- ECCO front/rear camera and 7" dash-mounted screen

FSV TRANSPORT FLATBED- Custom-built steel flatbed designed for patient Stokes basket and cargo storage area. Flatbed designed with easy mounting to be utilized with Wildland Fire Skid

- Patient area to include tie downs for Junkin Stokes basket (included), coated flooring for impact protection with
- Custom thru-cab design to allow technician access to patient; reinforced cage structure ***(Rear 2/3 bench seat permanently removed)****
- Custom interior storage cabinet in rear footwell under patient
- 36" lockable storage cabinet on removable skid, driver's side
- 36" fixed storage basket mounted on removable skid
- Full powder coat (color TBD)
- 2pc flatbed to allow tilt bed for maintenance access
- Custom fixed mounting of CMC Mule II Litter Wheel (Mule II Wheel included)

FARRWEST SPECIALTY VEHICLES

LIGHTING

- FSV Custom programmed control panel
- (8) Whelen Mega T-Series Surface Mount Super-LED: Red/Blue/White *(front roof, rear roof/ side roof)*
- (6) Whelen T-Series DUO Surface Mount Super-LED: Red/Blue *(front grille, front fender, rear facing)*
- (2) Whelen SOLO Surface Mount Vertex: Red (*rear brake lights)*
- (1) Whelen Specialty Water Resistant 30-Watt Siren/PA/Speaker System
- (2) IFO POD Surface Mount White LED lighting *(interior)*
- (4) IFO POD Surface Mount White LED lighting *(side ground/ work area)*
- (1) RIGID 360-series 6" LED Driving lights *(front bumper)*
- (4) RIGID D-series diffused lights *(rear bumper)*
- (6) BD S1 LED light pod, flood *(roof mounted for side lighting, rear roof)*
- (3) On-scene 24" LED Strip lights *(patient area lighting)*

MISC.

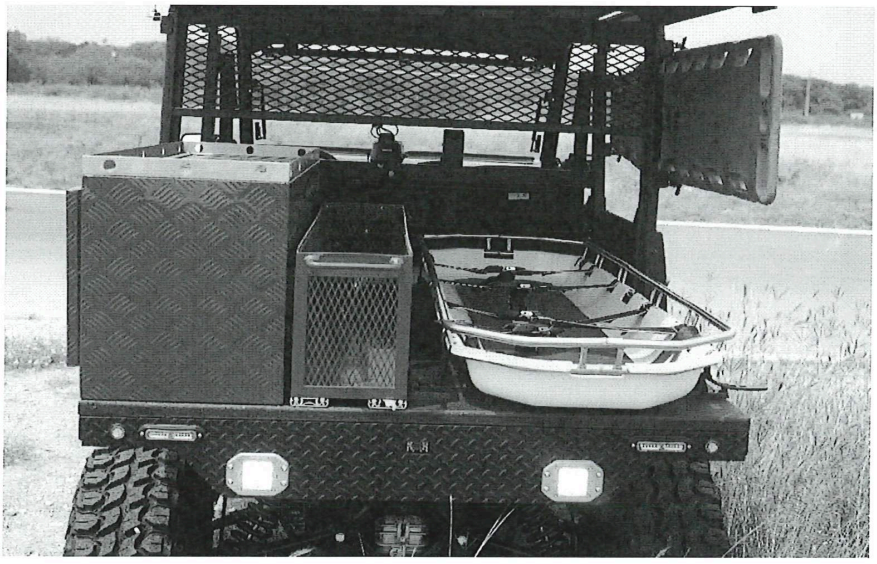
- All soldered, waterproof wiring connections
- (1) LABOR HOURS for custom build
- (1) 3M Vehicle Graphics Package

TRAILER

- 16' Tandem-axle flatbed trailer with treated wood bed
- Single-axle brakes
- Fold-down rear ramp
- FSV lockable storage cabinet; powder-coated
- Installed over-the-wheel tied downs points
- (4) Heavy-duty UTV tie-down straps

All fees including destination charge, assembly, document fees, tax, title, license, inspection and VIT for UTV and Trailer included

FARRWEST
SPECIALTY VEHICLES



Pictures are for reference only. Actual build may differ due to selected options and chassis

FARRWEST
SPECIALTY VEHICLES
108 COMMERCIAL PLACE
SUITE 206
SCHERTZ, TX 78154
(210)566-1857

Estimate

Date	Estimate #
8/5/2024	2723-1

Name / Address	Ship To
DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137	DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137

Requested By	P.O. No.	Terms	Project
		Net 30	

Item	Description	Qty	Rate	Total
FSV-ATMU-22	FSV ALL-TERRAIN WILDLAND/ EMS RESCUE UTV PACKAGE - 2025 CAN-AM DEFENDER MAX XT HD10, RED - CUSTOM BUILT MEDICAL UNIT WITH PATIENT TRANSPORT - GEAR STORAGE - FULL WHELEN EMERGENCY LIGHTING PACKAGE - FULL SCENCE LIGHTING - All taxes, title and fees included. **FSV IS AN AUTHORIZED CAN-AM/BRP DEALER** CUSTOM UTV EMS/ RESCUE FLATBED - TO HOLD STOKES BASKET OR BOARD THRU REAR SEAT - REAR SEAT CABINET UNDER PATIENT HEAD - FABRICATED STRUCTURE SUPPORTS AND PAINT - INCLUDES JUNKIN STOKES BASKET	1	63,413.84	63,413.84

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.

Subtotal

Sales Tax (8.25%)

******* DISCLAIMER ********
LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.

Total

FARRWEST
SPECIALTY VEHICLES
108 COMMERCIAL PLACE
SUITE 206
SCHERTZ, TX 78154
(210)566-1857

Estimate

Date	Estimate #
8/5/2024	2723-1

Name / Address	Ship To
DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137	DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137

Requested By	P.O. No.	Terms	Project
		Net 30	

Item	Description	Qty	Rate	Total
	AND CMC MULE II TRANSPORT WHEEL 2025 TANDEM-AXLE FLATBED TRAILER - SINGLE AXLE BRAKING - FOLD DOWN REAR RAMP - TREATED WOOD DECKING - FSV FRONT STORAGE BOX, POWDER-COATED - INSTALLED TIE DOWN MOUNTS - (4) OVER THE WHEEL TIED DOWNS - ALL DELIVERY FEES, TITLING AND APPLICABLE TAXES INCLUDED ***SEE ATTACHED BUILD SHEET FOR ALL SPECIFICATIONS***			
Buyboard HGAC	BUYBOARD PURCHASING CONTRACT # 703-23 H-GAC PURCHASING CONTRACT # EP11-20		0.00	0.00

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.

******* DISCLAIMER ********
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Subtotal	$63,413.84
Sales Tax (8.25%)	$0.00
Total	$63,413.84

FARRWEST
SPECIALTY VEHICLES
108 COMMERCIAL PLACE
SUITE 206
SCHERTZ, TX 78154
(210)566-1857

Estimate

Date	Estimate #
8/5/2024	2723-2

Name / Address	Ship To
DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137	DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137

Requested By	P.O. No.	Terms	Project
		Net 30	

Item	Description	Qty	Rate	Total
2300.007-01	2300.007-01 - QTAC 85EMS HIGH PRESSURE FIRE RESCUE SKID - HONDA GX200 5.5HP - MANUAL START - WATERAX VERSAX 2-STAGE PUMP - 85GAL WATER CAPACITY - 3/4" x 75' HOSE WITH BRASS NOZZLE - FOLDABLE RESCUE PLATFORM FOR STOKES OR LITTER	1	7,795.00	7,795.00
SHIPPING/FRIEGHT	MANUFACTURER SHIPPING	1	550.00	550.00
2250.007-02	2250.007-02 - Around-the-Pump Foam, for EMS-L V6, 2.5-Gallon,..Includes:..- PolyTough 2.5-gallon foam cell..- Scotty 4072 foam proportioner..- Scotty 15 GPM air aspirating nozzle..- All plumbing and hardware, factory installed and tested	1	972.90	972.90
2250.006	2250.006 - VIPER PISTOL GRIP NOZZLE UPGRADE	1	525.00	525.00
2250.001-01	FACTORY FORKLIFT RUNNERS FOR QTAC SKIDS; 35" LONG	1	390.00	390.00
2250.021-02	2250.021-02 - DRAFT HOSE KIT FOR VERSAX-6 PUMP; 20' LONG	1	275.00	275.00

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.

Subtotal

Sales Tax (8.25%)

******* DISCLAIMER ********
LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.

Total

FARRWEST
SPECIALTY VEHICLES
108 COMMERCIAL PLACE
SUITE 206
SCHERTZ, TX 78154
(210)566-1857

Estimate

Date	Estimate #
8/5/2024	2723-2

Name / Address	Ship To
DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137	DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137

Requested By	P.O. No.	Terms	Project
		Net 30	

Item	Description	Qty	Rate	Total
FSV-ELEC-RL-2300	FSV-ELEC-RL-2300 - HANNAY ELECTRIC HOSE REEL UPGRADE FOR QTAC UTV FIRE SKIDS	1	750.00	750.00
FSV-ELEC-HND200	ELECTRIC START UPGRADE TO HONDA GX200 5.5/6.5HP ENGINE - INCLUDES STARTING BATTERY	1	220.00	220.00

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.

******* DISCLAIMER ********
LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.

Subtotal	$11,477.90
Sales Tax (8.25%)	$0.00
Total	$11,477.90

RESOLUTION NO. 2025-396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE USE OF HOTEL OCCUPANCY TAX FUNDS IN THE AMOUNT OF $74,895.00 TO BE ALLOCATED TOWARDS THE PURCHASE OF AN EMS RESPONSE CART FOR SPECIAL EVENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY AGREEMENTS OR DOCUMENTS; PROVIDING FOR A SEVERANCE CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Department submitted an application for Hotel-Motel funds grant to purchase an EMS Response Cart to be used for special events; and

WHEREAS, it is the desire of the City to provide quick and efficient emergency care during large events; and

WHEREAS, the use of HOT Funds is consistent with state law, in that the use of the EMS Response Cart will only enhance the safety and well-being of attendees.

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

SECTION 1. The City Council hereby authorizes the use of $74,895.00 in Hotel Occupancy Tax funds to purchase an EMS Response Cart for special events.

SECTION 2. The City Manager or his designee is authorized to take any necessary actions to implement this resolution, including execution of any required documents, contracts, or agreements, to facilitate the use of HOT funds for this purpose.

SECTION 3. If any section, clause, or provision of this resolution is held invalid, the remainder of this resolution shall remain in full force and effect.

SECTION 4. 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 7th day of January, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Consider a Resolution authorizing a contract renewal for food and beverage services with Ben E. Keith at the Duncanville Fieldhouse in an amount not to exceed $150,000.00 for Fiscal Year 2025.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
David Kees, Interim Assistant City Manager
Craig Brasfield, General Manager

BACKGROUND/HISTORY:
The Duncanville Fieldhouse staff purchases food and food service products from Ben E. Keith for the operations of The General Store and The Grill at the facility. Due to streamlined purchasing efforts and higher sales, the expenditure threshold of $125,000.00 will be exceeded to a maximum of $150,000.00 for FY 2025. In the past years, staff has transitioned from multiple food providers to primarily utilizing Ben E. Keith for all food products, cooking products, and serving products. This streamlined process reduces staff oversight and time involved in the management of both The General Store and The Grill. Utilization of products and services from US Foods and Sysco have been significantly decreased or eliminated in this initiative. Moving our primary purchase to Ben E. Keith also provides greater opportunities for special pricing and volume discounts based on higher purchasing levels.

POLICY EXPLANATION:
This procurement is exempt from competitive bidding procedures pursuant to Texas Local Government Code 252.022(a)(14) as goods purchased by a municipality for subsequent retail sale by the municipality.

No guarantee was made that a specific amount of goods would be purchased; however, the Fieldhouse estimates annual expenditures of $150,000.00.

FUNDING SOURCE:

ORG and Object Number
45602000-700702

Available Budget	**Purchase Amount**	**After Encumber**
150,000.00	$125,000.00	$25,000.00

ACTION ALTERNATIVES:

1. Approve funding in the amount of $150,000.00 for food and beverage services with Ben E. Keith.
2. Do not approve funding for food and beverage services with Ben E. Keith.
3. Other actions as directed by Council.

ATTACHMENTS:
Ben E. Keith Agreement
Price List 12.15.24
Resolution No. - 2024-367 - Renewal Contract for Food and Beverage Services with Ben E. Keith - Pdf

Master Distribution Agreement

This Master Distribution Agreement (the "**Agreement**") by and between Ben E. Keith Company d/b/a Ben E. Keith Foods ("**BEK**") and Duncanville Field House("**Customer**") is made effective as of November 1, 2024 (the "**Effective Date**"). BEK and Customer shall also be referred to herein each as a "**Party**" and collectively as the "**Parties**."

For the agreements, covenants, representations, and warranties contained herein and other good and valuable consideration, the receipt and sufficiency of which are admitted by each party hereto, the parties wish to and do hereby enter into this Agreement and agree as follows:

1. **Term**. The term of this Agreement shall commence on the Effective Date and remain in effect until November 1, 2025, and auto-renew for consecutive one-year terms unless otherwise terminated as provided herein.

2. **Distribution Centers**. BEK's distribution centers subject to this Agreement are listed on Schedule A – Customer Terms. Upon mutual agreement between the Parties, other BEK distribution centers can be added and shall become subject to the terms and conditions of this Agreement. BEK will assign responsibility to service Customer to one distributor sales representative ("DSR") based out of each distribution center subject to this Agreement.

3. **Product Categories**. Product categories subject to this Agreement are listed on Schedule A – Customer Terms.

4. **Ordering Procedures; Out of Stock/Substitutions**. BEK shall supply each Customer location with a confidential policy and procedure manual regarding contacts, credits, deliveries, and other information. [***Each Customer location shall place its orders utilizing Entrée, BEK's web-based order entry system.***] [***Each Customer shall pay each invoice using either Entrée or EZ Pay.***] BEK's order cut-off times will vary by distribution center. In the event of an out-of-stock situation, BEK will notify Customer and, with Customer's approval, make a comparable substitution of like items, if possible, to eliminate any disruption of business for Customer.

9. **Returns and Credits**. Customer shall be responsible for checking in all deliveries and must make any claims for shorted products at this time. Due to applicable laws, regulations, and safety concerns, perishable, refrigerated, and frozen items may only be returned at the time of initial delivery. In the event Customer discovers concealed damages or concealed quality issues after receipt of the items, only a credit may be issued at BEK's sole discretion.

10. **Credit Terms; Payment Defaults**. Credit terms for Customer will be established upon BEK's review of Customer's credit. BEK will initially require Customer's financial statements. BEK reserves the right to suspend or alter credit terms when (i) in its opinion the financial condition or business practices of Customer warrants, or (ii) Customer becomes insolvent. In addition to any other remedies, cash payment or satisfactory security from Customer may be required by BEK before shipment or delivery of items to Customer. For purposes of this Agreement, Customer shall be deemed insolvent if (i) it is unable to pay its debts as they come due in the ordinary course of business, or (ii) its liabilities exceed the reasonable market value of its assets.

    In the event Customer fails to pay an invoice at maturity or becomes insolvent at any time during the Term, BEK may declare all outstanding invoices immediately due and payable irrespective of the credit terms offered to Customer. Furthermore, in such event, BEK may withhold all subsequent deliveries until the full amount due by Customer is paid to BEK. Acceptance by BEK of less than the full payment due shall be not a waiver of any of its rights. No waiver by either party of any default shall be deemed a waiver of any subsequent default.

11. **Review of Agreement; Assumptions**. BEK and Customer will review this Agreement at the end of each year throughout the Term. The parties will review the assumptions listed in Schedule A – Customer Terms to ensure each party is performing under the Agreement.

12. **Termination**. This Agreement may be terminated for cause upon thirty (30) days prior written notice. This Agreement may be terminated by either party without cause upon providing ninety (90) days written notice to the non-terminating Party. Prior to the effective termination date of this Agreement, BEK and Customer agree to settle all accounts between BEK and Customer and pay in full any outstanding amounts due to the other party.

13. **Perishable Agricultural Commodities Act**. Any perishable agricultural commodities listed on invoices are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of this commodity until full payment is received.

14. **Insurance**. The Parties agree to the following insurance provisions:
    a. BEK shall maintain throughout the term of this Agreement a commercial general liability policy(s) (a) with limits of at least $1,000,000.00 per occurrence and $2,000,000.00 in aggregate, and (b) with coverage for advertising injury, broad form property damage, products and completed operations, and contractual liability.

construction that ambiguities are resolved against the drafting party shall not be employed in this Agreement's interpretation.

e. **Counterparts**. This Agreement may be executed in multiple counterparts. All such counterparts shall constitute one and the same agreement.

f. **Entire Agreement; Conflicting or Differing Terms**. Except as provided herein, this Agreement constitutes all the agreements between the Parties with regard to the subject matters herein contained and there are no other agreements (oral or written), covenants, representations, and or warranties between the Parties. This Agreement terminates and supersedes all previous agreements (oral and written) between the Parties. Notwithstanding anything to the contrary herein, in the event of a conflict or difference between terms or conditions concerning the same or substantially similar subject matter in this Agreement, a customer invoice, and Customer's credit application, the following order of precedence will apply: (1) Customer's credit application, (2) Customer's invoice, and (3) this Agreement.

g. **Schedules and Recitals**. The **Schedules** and **Recitals** are hereby incorporated by reference.

h. **Force Majeure**. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "Force Majeure Event"). Neither party shall be under any liability to the other party, in damages or otherwise, for any failure or delay in performance hereunder (except the failure to pay monetary sums when due) or be in default of this Agreement due to a Force Majeure Event. The affected Party shall use diligent efforts to end the Force Majeure Event and subsequently resume full performance under this Agreement.

i. **Relationship of Parties**. The relationship between Customer and BEK is solely that of seller and buyer as independent contractors, and neither party is nor shall be construed to be a partner, joint venture, employee, agent, representative, or participant of the other party for any purpose whatsoever.

j. **Severability**. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force without being impaired or invalidated.

k. **Third Parties**. Duncanville Field House and BEK are the only parties to this Agreement, and nothing in this Agreement, express or implied, is intended to or shall confer any rights, benefits, or remedies upon any other party.

Schedule A – Customer Terms

Customer:	Duncanville Fieldhouse
Applicable Distribution Centers:	Fort Worth, Texas
Product Categories:	Produce Frozen Food Center of the Plate Grocery Dairy Non-Foods Equipment and Supplies Coke Products
Split Case Fee:	25% margin
Assumptions:	
1. Minimum % of Customer's food purchases from BEK	n/a
2. Annual purchases (in cases)	n/a
3. Number of locations	1
4. # of proprietary items	n/a
5. Average order size	n/a
6. Average case sell price	n/a
7. # of deliveries per week	1

Other: _____

Executed to be effective as of the Effective Date.

CUSTOMER:	**BEN E. KEITH COMPANY**
Duncanville Fieldhouse	**d/b/a Ben E. Keith Foods**
By: _____	**By:** Shaw Thompson
Name:	**Name:** Shaw Thompson
Title: _____	**Title:** District Sales Manager

Scanned with CamScanner

of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;

(10) a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;

(11) a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;

(12) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or

(D) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;

(13) services performed by blind or severely disabled persons;

(14) goods purchased by a municipality for subsequent retail sale by the municipality;

(15) electricity; or

(16) advertising, other than legal notices.

(b) This chapter does not apply to bonds or warrants issued under Subchapter A, Chapter 571.

(c) This chapter does not apply to expenditures by a municipally owned electric or gas utility or unbundled divisions of a municipally owned electric or gas utility in connection with any purchases by the municipally owned utility or divisions of a municipally owned utility made in accordance with procurement procedures adopted by a resolution of the body

vested with authority for management and operation of the municipally owned utility or its divisions that sets out the public purpose to be achieved by those procedures. This subsection may not be deemed to exempt a municipally owned utility from any other applicable statute, charter provision, or ordinance.

(d) This chapter does not apply to an expenditure described by Section 252.021(a) if the governing body of a municipality determines that a method described by Chapter 2269, Government Code, provides a better value for the municipality with respect to that expenditure than the procedures described in this chapter and the municipality adopts and uses a method described in that chapter with respect to that expenditure.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 47(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1001, Sec. 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 42, Sec. 1, eff. April 25, 1991; Acts 1993, 73rd Leg., ch. 749, Sec. 7, eff. Sept. 1, 1993; Acts 1993, 73rd Leg., ch. 757, Sec. 9, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 207, Sec. 2, eff. May 23, 1995; Acts 1995, 74th Leg., ch. 746, Sec. 1, eff. Aug. 28, 1995; Acts 1997, 75th Leg., ch. 125, Sec. 1, eff. May 19, 1997; Acts 1997, 75th Leg., ch. 1370, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 405, Sec. 41, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1409, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1420, Sec. 8.290, eff. Sept. 1, 2001.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 434 (S.B. 1765), Sec. 3, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.77(3), eff. April 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. 628), Sec. 4.02, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 22.002(21), eff. September 1, 2013.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency, LLC
1600 West 7th St., Ste. 300
Ft. Worth TX 76102

CONTACT NAME: Cindy Williams
PHONE (A/C, No, Ext): 817-288-3907 **FAX (A/C, No):** 817-288-3857
E-MAIL ADDRESS: cindy.williams@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of Amer	25674
INSURER B : Markel American Insurance Company	28932
INSURER C : United Specialty Insurance Company	12537
INSURER D : Amerisure Insurance Company	19488
INSURER E : Allianz Global Corporate & Specialty SE	55555
INSURER F : Gemini Insurance Company	10833

INSURED BENE3
Ben E. Keith Company
601 E. 7th St.
Fort Worth TX

COVERAGES **CERTIFICATE NUMBER:** 1357198406 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TJEXGL5H602025TIL24	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X 50,000 SIR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 20,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			TC2JCAP9351B827TIL24	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B C	UMBRELLA LIAB X OCCUR			MKLM4EUL101091	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			BTM2411795	4/1/2024	4/1/2025	AGGREGATE	$ 10,000,000
	DED RETENTION $						(Only over GL & EL)	$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC21222600201	4/1/2024	4/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E F	Excess Auto Liability-1 Excess Auto Liability-2 See Below for additional			BOWCN2451752 GVE100329001	4/1/2024 4/1/2024	4/1/2027 4/1/2025	Each Occurrence Each Occurrence	$5,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Auto Liability-3
Endurance American Insurance Company
Policy # EXT30056206900
04/01/2024-04/01/2025
Each Ocurrence Limit - $2,000,000

Total Excess Auto Liability Limits Each Occurrence - $10,000,000

See Attached...

CERTIFICATE HOLDER

City of Duncanville
203 E Wheatland Rd
Duncanville TX 75116

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BENE3

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency, LLC	Ben E. Keith Company 601 E. 7th St. Fort Worth TX
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WORKERS COMPENSATION: All States Except Texas and Oklahoma

Oklahoma Specific Excess WC & Employers Liaiblity
Benchmark Insurance Company
Policy #: EW000012
12/1/2023-04/01/2025
Employers Liability Max Per Occurrence $1,000,000
Self Insured Rentention $1,000,000

Additional Insured form #CGD144 edition 02/19 applies to the General Liability policy.
Additional Insured form #CGT100 edition 02/19 (lessor of leased equipment) applies to the General Liability policy.
Additional Insured form #CGD126 edition 10/95 applies to the General Liability policy.
Waiver of subrogation form #CG2404 edition 12/19 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #CGT100 edition 02/19.
Notice of Cancellation form #ILT400 applies to the General Liability policy.

Additional Insured form #CAT437 edition 02/16 applies to the Automobile Liability policy.
Waiver of subrogation form #CAT340 edition 02/15 applies to the Automobile Liability policy.
Primary & Non-Contributory Auto Liability form #CAT474 edition 02/16.
Notice of Cancellation form #ILT400 applies to the Automobile Liability policy.

Waiver of subrogation form #WC000313 edition 04/84 applies to the Workers Compensation policy.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Automobile Liability and Worker's Compensation policies include a blanket notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

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12/15/2024

Vendor: Ben E Keith

Product Number		PRODUCTS	Product On Hand Price Each	Price Case	Buid To Pars	Retail Price	Order
		Wing Sauces					
113274	4/1gal	Sweet Baby Ray Golden Barbecue	$3.44	$13.77	$0.02	$2.00	
112784	4/1gal	Sweet Baby Ray Buffalo	$18.18	$70.89	$0.04	$2.00	
112783	4/1gal	Sweet Baby Ray Habanero	$2.72	$10.88	$0.01	$2.00	
119645	4/1gal	Sweet Baby Ray Honey Hot	$2.68	$10.73	$0.02	$2.00	
111922	4/1gal	Sweet Baby Ray Barbecue	$14.49	$57.94	$0.20	$2.00	
112786	4/1gal	Sweet Baby Ray Kickin Bourbon	$2.75	$10.98	$0.02	$2.00	
112790	4/1gal	Sweet Baby Ray Teriyaki	$2.44	$9.75	$0.02	$2.00	
112782	4/1gal	Sweet Baby Garlic Parmesan	$3.08	$12.35	$0.02	$2.00	
		Candy Products					
800025	1/36 CT	3 Musketeer	$1.11	$39.99	$2.40	$3.00	
800308	1/36 CT	Hershey Plan	$1.11	$39.95	$2.40	$3.00	
800012	1/48 CT	Peanut M&Ms	$1.08	$51.99	$2.34	$3.00	
160664	1/24 CT	Baby Ruth Bar	$1.07	$25.69	$2.10	$3.00	
800603	1/36 CT	Milky Way	$1.00	$36.16	$2.17	$3.00	
800273	1/36 CT	MR. Good Bar	$1.04	$37.28	$2.25	$3.00	
121252	1/36 CT	M&Ms Plain	$0.83	$38.14	$1.80	$2.00	
800022	1/36 CT	Reece's PB Cup	$1.16	$41.95	$2.52	$3.00	
800258	1/24 CT	Sour Skittles	$1.12	$26.89	$2.43	$3.00	
198989	12/8oz	Sour Patch Kids	$2.15	$25.84	$4.65	$5.00	
102341	1/24 CT	Sour Patch Watermelon	$1.16	$27.79	$2.51	$3.00	
800251	1/36 CT	Kit Kat	$1.05	$37.84	$2.27	$3.00	
800084	1/36 CT	Starbust	$1.05	$37.75	$2.50	$3.00	
164392	1/36 CT	Nestle Crunch	$0.84	$39.95	$1.82	$2.00	
800262	1/36 CT	Original Skittles 2.17oz	$1.16	$41.88	$2.52	$3.00	
800023	1/36 CT	Hershey Almond	$1.08	$38.99	$1.80	$2.00	
176491	24/4.5oz	Sour Punch Straws Blue	$1.45	$34.88	$3.14	$4.00	
800104	1/48 CT	Snickers	$1.06	$50.72	$2.30	$3.00	
800264	1/24 CT	Snickers Almond	$0.91	$27.75	$1.97	$2.00	
148530	1/36 CT	Butterfinger	$1.11	$39.99	$2.17	$3.00	
800272	1/36 CT	Twix	$1.11	$39.95	$2.40	$3.00	
101936	12/7oz	Twizzler Strawberry	$2.25	$26.98	$4.87	$5.00	
101506	12/5oz	Mike & Ike Original	$2.08	$24.99	$4.50	$5.00	
800286	1/24 Ct	Payday	$1.16	$27.94	$2.51	$3.00	
800278	1/36 Ct	Almound Joy	$1.16	$41.92	$2.52	$3.00	
800276	1/36 Ct	Hershey Rolo	$1.16	$41.92	$1.57	$2.00	
101935	12/5 oz	Milk Duds	$1.22	$14.68	$2.64	$3.00	
800074	12/5 oz	Hairbo Gummy Bears	$2.25	$26.95	$4.86	$5.00	
		Speciality:					
653025	50 LB	Popcorn	$0.90	$37.88	$1.48	$5.00	

12/15/2024

Vendor: Ben E Keith

Product Number		PRODUCTS	Product On Hand Price Each	Price Case	Buid To Pars	Retail Price	Order
779226	35 LB	Popcorn Oil	$2.08	$46.65	$2.00	$5.00	
164284	36/3 oz	Oreos Bite size	$0.91	$32.75	$1.97	$2.00	
772062	4/12 CT	Ritz Bitz Cheese Crackers	$0.58	$27.64	$1.25	$2.00	
121452	6/20 CT	Peanut Butter Crackers	$0.45	$35.59	$1.25	$2.00	
		Chips:					
699273	64/1.5 oz	BBQ Lays.	$0.73	$46.55	$1.18	$2.00	
699274	64/1.5 oz	Original Lays Lss	$0.57	$45.46	$1.23	$2.00	
699270	64/1.75 oz	Nacho Cheese Doritos.	$0.72	$46.55	$1.57	$2.00	
699293	64/2 oz	Hot Cheetos Crunchy.	$0.78	$49.82	$1.69	$2.00	
699292	64/2 oz	Original Cheetos Crunchy.	$0.73	$46.55	$1.30	$2.00	
699267	64/1.5 oz	Ruffle's Cheddar Sour Cream.	$0.76	$48.72	$1.65	$2.00	
156129	64/2oz	Dorito Flamin' Hot Nacho.	$0.53	$33.79	$1.14	$2.00	
164735	28/2.6oz	Chester's Flamin' Hot Fries.	$1.35	$37.88	$2.93	$3.00	
699269	64/1.75 oz	Dorito Cool Ranch.	$0.74	$47.63	$1.61	$2.00	
699198	104/1 oz	Sour Cream & Onion.	$0.49	$50.70	$1.06	$2.00	
101335	64/1 oz	Smart White Cheddar Popcorn.	$0.74	$47.63	$1.61	$2.00	
699279	64/2 oz	Cheetos Hot Flamin Limon Lss.	$0.74	$47.63	$1.61	$2.00	
699280	64/1.25oz	Funyun Chips LSS Gluten Free.	$0.76	$48.60	$1.64	$2.00	
		Assorted Bars:					
772512	3/16 CT	Nutri Gran Solft Baked Rassperry	$0.77	$36.99	$1.67	$2.00	
772511	3/16 CT	Nutri Gran Soft Baked Blueberry	$0.77	$36.99	$1.67	$2.00	
772513	3/16 CT	Nutri Gran Soft Baked Strawberry	$0.77	$36.99	$1.67	$2.00	
772510	3/16 CT	Nutri Gran Soft Baked Apple Cinnamon	$0.77	$36.99	$1.67	$2.00	
		Lone Star Ice Cream					
11111	24/4oz	Vanilla Ice Cream Sandwich.	0.85	$20.20	$1.84	$2.00	
11112	24/4oz	Cookie n' Cream Round Sandwich.	1.09	$26.00	$2.36	$3.00	
11113	24/5oz	Rich n' Chips Sandwich.	1.09	$26.00	$2.36	$3.00	
11114	24/4.6oz	Olde Fashioned Triple Chocolate Cone.	0.94	$24.00	$2.04	$3.00	
11115	24/4.6oz	Olde Fashioned Vanille Cone.	0.94	$24.00	$2.04	$3.00	
11116	24/3oz	Krispy Krunch Bars.	0.77	$17.80	$1.67	$2.00	
11117	24/3oz	Chocolate Éclair.	0.77	$18.50	$1.67	$2.00	
11118	24/5oz	Twix Ice Cream Bar, King Size.	1.17	$27.50	$2.53	$3.00	
11119	24/5oz	Snicker Ice Cream Bar, King Size.	1.17	$27.50	$2.53	$3.00	
11120	24/3oz	Strawberry Shortcake.	0.75	$17.80	$1.62	$2.00	
11121	24/3oz	Just Dipped Ice Cream.	0.75	$17.80	$1.62	$2.00	
11122	24/2.5oz	Chocolate Fudge Bars.	0.75	$17.80	$1.62	$2.00	
11123	24/2.5oz	Orange Dream Bar.	0.75	$17.80	$1.62	$2.00	
11124	24/4oz	Strawberry Fruit Bar.	1.05	$25.00	$2.27	$3.00	
11125	24/3oz	Frogspit (Lemon Lime) Pushup.	0.75	$17.80	$1.62	$2.00	
11126	24/3oz	Orange Sherbet Pushup.	0.75	$17.80	$1.62	$2.00	

12/15/2024

Vendor: Ben E Keith

Product Number		PRODUCTS	Product On Hand Price Each	Price Case	Buid To Pars	Retail Price	Order
11127	27/3oz	Mexico Strawberry Fresa.	0.75	$18.00	$1.62	$2.00	
11128	24/5oz	M&M Chips Sandwich.	1.09	$26.00	$2.36	$3.00	
11129	24/3oz	Cookie Crumble Bar.	0.83	$17.80	$1.80	$2.00	
11130	24/4oz	Sour Blue Raspberry Bar.	0.75	$17.80	$1.62	$2.00	
11131	24/3oz	Cotton Candy Bar.	0.75	$17.80	$1.62	$2.00	
11132	24/30z	Toll House Ice Cream Sandwich	0.75	$17.80	$1.62	$2.00	
		Mibo Fresh Fruit					
11132	4/6 oz	Strawberry Kiwi Mango	$2.30	$9.20	4.98	$5.00	
11133	4/6 oz	Fruit Medley	$2.30	$9.20	4.98	$5.00	
11134	4/7 oz	Snack Pack w/Turkey	$2.30	$9.20	4.98	$5.00	
11135	4/6 oz	Pineapples & Grapes	$2.30	$9.20	4.98	$5.00	
11136	4/7 oz	Apple Cheese Snack Tray	$2.30	$9.20	4.98	$5.00	
11137	4/4 oz	Grapes & Cheese Snack Appetizer	$1.95	$7.80	4.22	$4.00	
11138	4/3.8 oz	Apples Fries With Peanut Butter Snack	$1.10	$4.40	2.38	$3.00	

DUNCANVILLE FIELDHOUSE PRODUCTS

Date of Inventory: 12/15/2024

Date Ordered:

Item #	Company & Size		Vendor: Ben E Keith	Each Cost	Case Cost	Inventory
			MEATS			
384614	Villarp	36/7.0"	Pizza Cheese 7" W/Box	$2.50	$89.99	
549055	BEK	2/5 Lbs	Pepperoni Slice for Pizza	$4.83	$48.32	$47.63
549125	BEK	2/5 LB	Italian Sausage For Pizza	$3.30	$32.99	
139236	BEK	6/5 LB	French Fries	$0.95	$39.75	
488407	BEK	2/7.50 LB	Chicken Wings	$3.66	$69.31	$67.59
488341	BEK	2/5 Lbs	Chicken Tender	$1.42	$24.99	$25.55
104194	BEK	2/7.5lbs	Hot Dogs Nathan's	$1.22	$49.95	
			Miscellaneous Products			
106059	BEK	5/2 LB	Nacho Chips	$0.45	$21.99	
685004	BEK	4/1 Gal	Jalapeno Peppers	$12.99	$82.37	$51.99
139236	BEK	6/5 lb	French Fries	$1.08	$39.75	
189657	BEK	6/12 CT	Hot Dog Buns	$0.22	$26.68	
143180	BEK	4/80 OZ	Nacho Cheese Sauce	$12.44	$54.65	
676162	Flavac	12/35 oz	Popcorn Seasoned Salt	$4.17	$49.99	
			Dessert Products			
413620	BEK	1/8 LB	Funnel Cake Fries	$6.31	$50.49	
699280	BEK	64/1.25 OZ	Funyuns (Chips)	$0.76	$34.78	
407162	BEK	24/4 OZ	Muffins Blue Berry	$1.66	$37.23	
432361	BEK	107/3 OZ	Choc Chip Cokkie	$0.42	$73.22	
674122	BEK	60/1.5 OZ	Ranch Dressing Packets	$0.48	$28.75	
147747	Hunns	24/1 CT	Pickles Dill Whole Jumbo	$1.04	$24.75	
			Condiments & Spices			
660816	BEK	30/20 OZ	Ketchup 20oz	$2.89	$86.75	$90.21
664418	BEK	12/12 OZ	Mustard Bottle	$1.54	$18.53	
774166	BEK	1/18 OZ	Black Pepper	$10.09	$24.99	$50.47
774410	BEK	1/5 LB	Season Salt Lawry	$3.95	$21.99	
674059	Heinz	200/12 GR	Mayonna PC Foil Pack	$0.18	$44.84	
774390	BEK	1/20.5oz	Lemon Pepper Seasoning	8.10 Lb	$22.77	
779123	KTH	1/35LBS	Shorting Clear Fry Liguid	$1.51	$31.88	$33.77
			Coffee Products			
639126	BEK	384/3 OZ	Coffee Creamer (Regular)	$0.05	$24.77	
639048	BEK	288/5 OZ	Coffee Creamer (Vanilla)	$0.05	$24.94	
639066	BEK	384/3 OZ	Coffee Creamer (Hazelnut)	$0.06	$20.99	
675001	BEK	1/2000 CT	Sugar Packets	$0.02	$31.52	
675030	BEK	1/2000 CT	Equal Packets	$0.02	$34.99	$32.99
675018	BEK	1/2000 CT	Sweet & Low Packets	$0.01	$21.99	
107633	BEK	2/2 LTR	Regular Coffee	$72.84	$145.67	
125849	BEK	2/2 LTR	Decaf Coffee	$64.94	$129.87	
			Paper Products			
881024	BEK	30/Rolls	Paper Towels	$1.01	$43.88	$30.29

DUNCANVILLE FIELDHOUSE PRODUCTS

Date of Inventory: 12/15/2024

Date Ordered:

Item #	Company & Size		Vendor: Ben E Keith	Each Cost	Case Cost	Inventory
198209	ESSNTI	2/250 CT	Boats (1 lbs)	$0.07	$23.68	
198211	BEK	4/250 CT	Boats (3 lbs)	$0.04	$23.68	
872435	BEK	2/250 CT	Boats (5 lbs)	$0.10	$46.26	
111847	BEK	1/1000 CT	Boats (1/2 lbs)	$0.05	$43.99	$43.75
873801	BEK	10/500 CT	Wraped Plastic Straw	$0.01	$57.34	
133601	BEK	1/2000 CT	Checked/Plaid Red Paper	$0.05	$89.98	
			Café Supplies			
164944	BEK	1/1000 CT	Forks	$0.33	$29.99	$42.67
871166	BEK	1/1000 CT	Knives	$0.08	$82.23	
871552	BEK	1/1000 CT	Spoons	$0.08	$82.23	
840422	BEK	4/125 CT	Paper Plates (10 1/4)	$0.10	$47.99	
199244	Grarhi	1/250 CT	Popcorn Scoop Boxes	$0.22	$55.94	
860043	Dart	40/25 CT	F Drink 12 oz White Cup	$0.07	$67.29	
813150	Dart	15/35 CT	Coffee Cups (16 oz)	$0.19	$97.27	$106.38
860060	BEK	40/25 CT	F Drink 16 oz White Cups	$0.05	$82.27	
860070	ESSNT	20 / 25 CT	F Drink 20 oz White Cups	$0.09	$36.85	
860055	BEK	10/100 CT	F Drink Lids 16oz-20oz	$0.05	$27.86	
813152	Solo	10/100 CT	Coffee Lids	$0.49	$48.50	$53.28
128614	karat	40/25 CT	Coffee Sleeve Plain	$0.06	$58.99	$53.89
118166	BEK	1/500 CT	Wood Stirrer 7.5' (wrapped)	$0.02	$9.99	$17.99
815809	BEK	10/250 CT	2oz clear cups	$0.04	$31.31	$28.99
815812	BEK	20/250 CT	2oz clear lids	$0.02	$27.01	$31.31
812007	BEK	25/250 CT	4 oz white cone paper cups	$0.01	$85.77	$53.99
129393	BEK	1/1000 CT	Plastic Ice Bags (Quart)	$0.06	$57.33	
698041	BEK	6/12oz	Pan Spray Pam Canola	$7.20	42.55	43.18
126330	Dixie	24/250 CT	Napkins	$1.24	$74.25	
883736	BEK	10/100 CT	XL PF Glove	$0.04	$42.99	$34.38
116132	BEK	10/100 CT	Medium PF Glove	$0.03	$50.72	$29.99
144183	BEK	6/1 Gal	Bleach Ultra	$2.45	$20.88	
116604	BEK	9" 1/150	Foam HNGD Compartment	$0.13	$18.72	
885582	BEK	2/10Gal	Soap Super Rave Sinkrite	49.98	99.99	
187321	BEK	1/1000	Hot Dog Bag Foil/Paper	$0.14	68.98	

RESOLUTION NO. 2024-367

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A RENEWAL CONTRACT FOR FOOD AND BEVERAGE SERVICES WITH BEN E. KEITH AT THE DUNCANVILLE FIELDHOUSE TO A NEW ANNUAL AMOUNT NOT TO EXCEED $150,000.00; AND THAT THE CITY MANAGER OR DESIGNEE MAY ISSUE THE APPROPRIATE PURCHASE ORDERS BASED ON THE NEEDED REQUIREMENTS OF THE FACILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Due to streamlined efforts to effectively manage the food and beverage operations at the Duncanville Fieldhouse, additional food service products are purchased via Ben E. Keith; and

WHEREAS, Increased food and beverage sales require the purchase of additional food service products from Ben E. Keith; and

WHEREAS, Food and beverage expenses with Ben E. Keith is estimated at $150,000.00.

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

SECTION 1. The City of Duncanville does hereby approve the renewal of a requirement contract for food and beverage services with Ben E. Keith for the Duncanville Fieldhouse with an annual amount not to exceed $150,000.00; and, that the City Manager or designee may issue the appropriate purchase orders based on the requirements of the facility.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of January 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Consider a Resolution of the City Council of the City of Duncanville, Texas, authorizing the three (3) additional one (1) year periods for Janitorial and Portal Services at the Duncanville Fieldhouse with Global Building Maintenance Inc., as awarded through RFP 22-0032, for a total contract period not to exceed five years, and a unit bid amount with an estimated expenditure of $348,076.39 over the next three (3) years.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
David Kees, Interim Assistant City Manager
Craig Brasfield, General Manager

BACKGROUND/HISTORY:
The Duncanville City Council approved a two-year term bid for janitorial services at the Duncanville Fieldhouse with Global Building Maintenance Inc. of Dallas, Texas, at its December 20, 2022, regular meeting. The bid was for a two-year term with three, one-year renewal options available. The contract year including options shall not exceed five years. The Duncanville City Council approved the bid for the first two years with Resolution #2022-117. The estimated expenditures for the remaining three (3) years, including a contingency amount of 15%, are as follows:

FY 2025 (Year 3) - $116,025.46
FY 2026 (Year 4) - $116,025.46
FY 2027 (Year 5) - $116,025.46
A total not to exceed $348,076.39

The Duncanville Fieldhouse and Global Building Maintenance have had great working relations and look forward to the next three years of building on our partnership and communication to increase the customer service experience at the Fieldhouse.

The highlights of the three (3) additional one (1) year renewal periods:

- Renewals – Three (3) one-year renewal options are available.
- Termination – “without cause” termination included in the bid’s standard terms and conditions.
- Termination – with cause by City for default.
- Estimated 70,941 square feet (Gymnasiums 50,401 square feet) of janitorial cleaning coverage
- Day Porter Custodian services are available for day-to-day service provision at the City’s request.
- Includes all labor, equipment, and janitorial supplies necessary for the performance of the work

POLICY EXPLANATION:

The services include the provision of labor, equipment and all janitorial paper products, chemicals, and supplies to furnish janitorial services for the Duncanville Fieldhouse. The scope of work, per prescribed frequencies of seven days per week includes, but is not limited to: nightly emptying and servicing of all waste receptacles; nightly cleaning of all occupied office areas; nightly dusting and cleaning of furniture; nightly cleaning, mopping and sanitizing of all restrooms; cleaning of the exterior areas; twice per year cleaning of interior windows; daily litter and trash removal in bleacher areas in both gyms; and daily “spot” mop cleaning of all gymnasiums. The agreement also provides for a “contractor” provided custodian (Day Porter Custodian) during event and operational periods during the week and on weekends with a specific schedule established by City staff each week.

FUNDING SOURCE:

ORG and Object Number

45601000-700450 for FY 2025

Available Budget	**Purchase Amount**	**After Encumber**
$195,047.97	$116,025.46	$79,022.51

ACTION ALTERNATIVES:

1. Approve funding in the amount of $348,076.39 over a three-year period to perform the Janitorial Services at the Duncanville Fieldhouse.
2. Do not approve funding for Janitorial Services at the Duncanville Fieldhouse.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2025-394 - Janitorial Services at Duncanville Fieldhouse - Pdf
Service Agreement

RESOLUTION NO. 2025-394

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE THREE (3) ADDITIONAL ONE (1) YEAR RENEWAL PERIODS FOR JANITORIAL AND PORTAL SERVICES AT THE DUNCANVILLE FIELDHOUSE WITH GLOBAL BUILDING MAINTENANCE INC., AS AWARDED THROUGH RFP 22-0032, FOR A TOTAL CONTRACT PERIOD NOT TO EXCEED FIVE YEARS, AND A UNIT BID AMOUNT WITH AN ESTIMATED EXPENDITURE OF $348,076.39 OVER THE NEXT THREE (3) YEARS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is required to provide janitorial services at the Duncanville Fieldhouse within the City of Duncanville; and

WHEREAS, the City has obtained competitive sealed bids and recommends the award of the bid to the best value in the unit amounts bid as needed as per RFP# 22-0032; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to continue the partnership with Global Building Maintenance Inc. by opting to use the three (3) additional one (1) renewal periods, for a contract total of five years, and in the unit amounts bid as needed; and

WHEREAS, authorize the execution of the necessary documents to procure said services.

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

SECTION 1. The City Council of the City of Duncanville does hereby authorize the three (3) additional one (1) year renewal periods with Global Building Maintenance, Inc. for janitorial services at the Duncanville Fieldhouse, in the amount of $348,076.39, over the next three years.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of January 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

THE CITY OF DUNCANVILLE

Service Contract – RFP-22-0032

This service agreement ("Contract") is made as of the Effective Date by and between:

Global Building Maintenance, Inc.

2001 W. Northwest Hwy 130
Dallas, TX 75220
Attn: David Eom, Operations Director

hereinafter called "CONTRACTOR", and the **City of Duncanville, Texas**, hereinafter called "OWNER".

Section 1. Scope of Services
Upon execution of this Contract by OWNER, CONTRACTOR agrees to provide to OWNER the necessary services, as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Contract
The term of this Contract shall begin upon execution by the Parties and shall continue until completion of services, unless sooner terminated as provided herein.

Section 3. Contractor Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached and incorporated herein as Exhibit A. Should OWNER require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Contract.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of OWNER.

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

Section 4. Payment
OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "B", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER.

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

The total CONTRACTOR fee shall be as specified in Exhibit "A". OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Contract, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER'S premises, arising out of CONTRACTOR'S performance of this Contract, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

A. CONTRACTOR shall be responsible for the quality/accuracy for goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.

B. Neither OWNER'S review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR'S negligent performance of any of the services furnished under this Contract.

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

Section 6. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient, and professional manner in accordance with OWNER'S requirements. As time is of the essence of this Contract, such services shall be completed on date as specified letter of authorization of each request after receiving a letter of authorization of request from OWNER to CONTRACTOR.

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

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

Section 7. Documents

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

Section 8. Termination

A. OWNER may suspend or terminate this Contract for cause or without cause at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering contracts for assistance, supplies, facilities or material in connection with this contract and shall proceed

to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made based on goods or services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to OWNER.

B. Should OWNER require a modification of this Contract with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Contract, OWNER shall have the option of terminating this Contract and CONTRACTOR'S services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.

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

Section 10. Applicable Laws
CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

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

Section 12. Contract Amendments
This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 13. Severability
In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 14. Independent CONTRACTOR
It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR'S actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of OWNER. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 15. Notice
Any notice required or permitted to be delivered hereunder may be sent by first class mail, email, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER:

City of Duncanville
Attn: Tayo Sokale,
Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
omotayo.sokale@duncanville.com

If to CONTRACTOR:

Global Building Maintenance, Inc.
2001 W. Northwest Hwy 130
Dallas, TX 75220
Attn: David Eom, Operations Director
972-620-7338
david@gylaninc.com

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

Section 17. Survival of Obligations
Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period following the termination of this Contract shall survive termination.

Section 18. Prohibition of Boycott of Israel
By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Section 19. Business Prohibitions

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

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

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

provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in Texas Government Code Chapter 809.

Section 20. Insurance

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

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

C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars ($1,000,000.00).

D. A signed Certificate of Insurance, satisfactory to OWNER, and OWNER as an added insured showing compliance with the requirements of this Section shall be furnished to OWNER before any services are performed under this Contract to:

City of Duncanville
Attn: Tayo Sokale,
Chief Procurement Officer
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5058
Omotayo.sokale@duncanville.com

and shall further indicate that each policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Owner. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the Owner with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the Owner is a condition precedent to the payment of any amounts due to Contractor by the Owner. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

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

Section 21. Indemnification for Injury and Performance

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

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

Section 22. Indemnification for Unemployment Compensation

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

Section 23. Indemnification for Performance

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

Section 24. Funding and Non-Appropriation Clause

CONTRACTOR recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The OWNER does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid.

Section 25. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, OWNER reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by OWNER, as OWNER may deem necessary. In such event, OWNER shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to OWNER a written proposal for the entire costs involved and the completion time involved in providing the revisions. OWNER shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by OWNER, OWNER must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time

involved in all phases of the work.

Section 26. Right to Inspect Records

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

Section 27. Successors and Assigns

OWNER and CONTRACTOR each bind's itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither OWNER nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 28. Disclosure

By signing this contract, CONTRACTOR acknowledges to OWNER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 29. Employment Verification

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. **THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE OWNER. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN CONTRACTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.**

Section 30. Default

OWNER reserves the right to terminate this contract immediately upon breach of any term or provision of this contract by CONTRACTOR; or if at any time during the term of this contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then OWNER shall have the right, if CONTRACTOR shall not cure any such default after thirty (30) days' written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

Section 31. **Headings**
The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 32. **Equal Employment Opportunity**
CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 33. **Entire Contract**
This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the

26 day of October, 2022.

City of Duncanville, Texas	**(Company Name)** Global Building Maintenance Inc
Owner	Contractor
Aretha Ferrell-Benavides	
Signature	Signature
Aretha Ferrell-Benavides	Ky Kim
Printed Name	Printed Name
City Manager	President
Title	Title

EXHIBIT A

All services shall be performed in a manner and at such times so as not to conflict, interrupt, or inconvenience the Fieldhouse, its occupants or visitors. All work shall be scheduled at the convenience of the Fieldhouse as not to interfere with the Fieldhouse conduct of business, occupants or visitors. The Fieldhouse reserves the right to approve and make suggested changes to the schedule set up by the contactor.

1.1 Detailed Fieldhouse Specifications

Location: Duncanville Fieldhouse, 1700 S. Main Street, Duncanville, TX 75137

Building Information: Approximately 70,941 Square Feet

Number of Stories: Two

Occupants: Fieldhouse & Special Event Personnel, Athletes, Parents, Coaches, Spectators, Rental Tenants

Use: Special Events - Basketball, Volleyball, Jiu-Jitsu, Cher & Dance, Etc.

Suite Rental - Basketball, Volleyball, Dance, Fitness, Wellness, Etc. .

Official Working Hours: Facility is occupied: Monday - Sunday, 9:00 am to 9:00 pm

June, July, Aug.: Monday - Friday, 6:00 am to 9:00 pm

Monthly Porter Services Hours Projections (includes Summer Camp)

o	Oct – 126	Nov – 124	Dec – 95	Jan - 188
o	Feb – 168	Mar – 180	Apr – 195	May - 226
o	Jun – 512	Jul – 490	Aug – 201	Sept - 143

2,710 Approximately Total Hours

Building Statistics*

Restrooms	1,927 SF
Locker rooms	3,000 SF
Vinyl Composition Tile	4,813 SF
Carpet	10,800 SF
Gymnasium wood area	50,401 SF

Restroom Infrastructure 12 toilets; 3 urinals downstairs; 6 toilets; 2 urinals upstairs.

Locker-room Infrastructure 9 toilets; 5 urinals.

*The above figures are best estimates only and are not precise and are included in the specifications only for the Contractor's information and should not be considered as a replacement for the site examination during the pre-bid conference and walk-thru.

No service required in the following areas: See attached Fieldhouse Map.

Suite #'s: 101A, 101B, 108, 110,114, 116, 118, 119, 120, 124, 125, 130, 131, 139, 140, 145, 146, 157, 158, 204, 205, 207, 208, 209 and 210.

1.2 Hours of Cleaning

Monday through Sunday, (7 days per week), with required nightly janitorial/ cleaning crew reporting to the facility at 9:00 P.M. Central Time (no sooner, no later).

2.0 DAY PORTER SERVICE

Day Porter service will be scheduled for all Fieldhouse events, which primarily occur on weekends. The actual work schedule and number of porters necessary for events will be provided by the Fieldhouse General Manager weekly 48 hours prior to event start time. Day Porters are always expected to be professional and courteous while on duty at the Duncanville Fieldhouse. Fieldhouse management does not encourage Porter's performing janitorial work at the end of the day, instead, Contractor shall engage a different set of employees for nightly janitorial duties.

The Day Porter's daily duties include but are not limited to:

1) Monitoring and maintaining all Fieldhouse restrooms, which are to remain clean during special events including mirrors, sinks, countertops, floors (swept, clean and dry), as well as restocking hand towels, toilet paper, and refilling soap dispensers.
2) Spot clean spills and remove trash as needed in the Fieldhouse gyms, lobby and all meeting rooms to maintain a well-kept space for our guests.
3) Always keeping both Fieldhouse entryway areas clean including picking up trash, emptying trash bins, sweeping and mopping as needed as well as keeping windows clean.
4) Maintain the cleanliness of the Grill seating and patio areas including tables, chairs and floors, keeping trash levels down and sweeping and mopping the floors as needed during event hours.
5) Immediately reporting any building maintenance issues to a Fieldhouse Building Attendant.
6) For special events, a certain gender for Porter may be requested. (i.e. volleyball tournament may require female Porters).
7) Maintaining the court floor when no dust mopping is required, but during volleyball, cheer & dance, karate events. (i.e. clean up spills on courts during these types of events where courts are being used).
8) And other relevant duties as requested by the General Manager through the established channels.

2.1 OCCUPIED AREAS
Services Performed Nightly (Or Daily)

1. Dust and wipe clean with damp or treated cloth all Café furniture, fixtures, paneling, windowsills, and other horizontal surfaces.
2. Damp wipe and polish all glass furniture tops nightly.
3. Remove all finger marks, smudges, and food spills from all vertical surfaces, including doors, frames, around light switches, private entrance glass, walls and partitions.
4. Dust tops of TV, wall hangings and other wall accessories.
5. Sweep/Dry-mop non-carpeted floors, including stairs, party rooms, and landings. Damp mop floors and stairs with clean water and solutions required by manufacturer's standards. Remove all foreign substances such as gum and candy.
6. Spot clean all hard surface walls to hand height of fingerprints, dust, soil, gum, etc., utilizing clean water or solutions required by manufacturer's standards.
7. Vacuum entire carpeted area (wall to wall), including elevators, beyond normal traffic lanes including under and around all furniture. Care should be taken not to bang walls when

removing furniture. Spot clean all carpets. Remove stains, deposits, gum, and spills.

8. Wipe clean all tables, counters, and shelves.
9. Discard only the contents in the waste containers.
10. Occupant doors found locked upon arrival are to be locked after the area has been cleaned.
11. At no time is the Contractor to assist entry of anyone other than the Contractor's employees into the building.
12. Spot clean light switches. Remove fingerprints from switches and adjacent walls. Lights are to be turned off upon completion of cleaning unless the work space is occupied.
13. Spot wash all glass, including partitions, doors, and inside of interior glass windows, interior and exterior of entrance glass and adjoining windows.
14. Organize, arrange lobby furniture to provide uniform appearance.
15. Clean all Café counters, trash receptacle covers, tables, chairs and wash tabletops.
16. Clean microwave ovens, (The Store Area Only) removing interior and exterior spills and food residue.
17. Wipe up any spills on inside and outside of trash containers.
18. Wipe fronts doors of cabinets in the lobby and Café area.
19. Collect trash from exterior entrances to the building as well as the parking lot leaving trash receptacles with emptied and with clean liners.

Services Performed Quarterly

1. Dust/clean all heating and air conditioning vents and louvers.
2. Clean light fixture diffusers to remove dust and prevent cobwebs.

2.2 RESTROOMS

Services Performed Nightly

1. Mop all hard surface floors with an approved disinfectant detergent solution.
2. Clean all mirrors, chrome and stainless steel. Polish to a shine.
3. Wash and disinfect all wash basins, urinals, toilet bowls to remove stains and clean the underside of the rims on urinals and bowls including flush holes. All urinals shall be fitted with a disposable screen containing a scented block. The scented block will be replaced when dissolved.
4. Wash both sides of toilet seats with a disinfectant detergent solution and wipe dry.
5. Damp wipe with a disinfectant, all partitions, tile, walls, and outside surfaces of all dispensers, including soap dishes and receptacles, to remove stains, streaks, watermarks, and soil.
6. Empty and sanitize all receptacles and sanitary napkin disposals, thoroughly clean and wash with disinfectant at least once a week, replace liners.
7. Fill toilet tissue, soap, paper towel dispensers. Contractor to maintain a back-up of these supplies in the janitorial closet that will fill all dispensers.
8. Clean flushometers, piping, toilet seat hinges; and other metal. Polish to a shine.
9. Wipe down shower walls, floors, curtains and fixtures with disinfectant solution. Remove soap and mineral deposits. Showers should be cleaned with germicidal detergent and free of soapy water residue build-up.

10. Clean restroom entrance doors. Remove hand soil and smudges.
11. Dust ledges and doors. Spot clean light switches, doors and walls.

Services Performed Monthly

1. Vacuum all louvers, ventilating grills, vents, and light fixtures to remove dust and prevent cobwebs.
2. Wash all walls, partitions, tile, light fixtures and enamel surfaces from ceiling to floor.
3. Dust all locker tops, partition tops, dispenser tops and other horizontal surfaces.
4. Fill floor drain with water and pour a capful of enzyme bacteria product weekly in drains.

2.3 PUBLIC AREAS

Walls

Service performed as necessary:

1. Dust
2. Spot clean
3. Wash thoroughly
4. Corner and edges of floor shall be swept or vacuumed to remove all dirt and dust.

Ceilings

Services performed as necessary:

1. Dust

Services performed weekly:

2. Remove all cobwebs, floor to ceiling.

Services performed monthly:

3. Dust all wall surfaces, floor to ceiling.

Glass

Services performed nightly:

1. Spot clean glass entrance doors and adjacent glass panels nightly, inside and out.
2. Remove graffiti.
3. Twice yearly (July and January) completely clean all windows (interior side).

Doors

Services Performed Nightly:

1. Wood and metal doors including frames and jams: dust, wash and polish to remove smudges and soil.

General and Miscellaneous

1. Sweep and/or shake out entrance mats nightly.

2.4 FLOOR MAINTENANCE
Services Performed Nightly

1. Vacuum carpeted areas, including stairs.
2. Dust mop (treated) or sweep all tile floors including stairs.
3. Damp mop all tile flooring (rest rooms with disinfectant solution).
4. Spot clean small carpet spills and stains.
5. Dust mop/sweep all concrete flooring. Spot mop spillage.

2.5 GYMNASIUM AND VOLLEYBALL COURT AREA (GREEN AND BLUE GYM)
Services Performed Semi-Annually

1. Twice a year, (July and January) Completely clean all windows (Interior Side).

Duncanville

REQUEST FOR BID
ISSUED BY
THE CITY OF DUNCANVILLE
PURCHASING OFFICE, FINANCIAL SERVICES DEPARTMENT

SOLICITATION NO: RFB 22-0032 (Best Value)

TITLE: PORTER and JANITORIAL SERVICES- DUNCANVILLE FIELDHOUSE
PARKS & RECREATION

DATE ISSUED: AUGUST 17, 2022

An original, signed, sealed, Offer to furnish the goods and/or services set forth below will be received at the place indicated below, until:
2:00 PM, local time, THURSDAY. SEPTEMBER 15, 2022

NOTICE: When used in Request for Bids, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

BID DELIVERY ADDRESS:

CHIEF PROCUREMENT OFFICER
PROCUREMENT OFFICE, FISCAL SERVICES DEPARTMENT
CITY OF DUNCANVILLE, TX
203 E. WHEATLAND ROAD
DUNCANVILLE, TEXAS 75116

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:
Tayo Sokale, CPPO, CPCM
Telephone: [972] 780-5058 Email: purchasing@duncanville.com

EXPIRATION OF OFFERS

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers. All offers shall expire on the 120th day after the offers are open unless the City of El Duncanville requests an extension of the offers in writing and the offeror agrees to extend in writing.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged.

AMENDMENT	DATED	AMENDMENT	DATED	AMENDMENT	DATED	AMENDMENT	DATED
A001		A002		A003		A004	
A005		A006		A007		A008	

OFFER SUBMITTED BY

Global Building Maintenance, Inc
COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE (ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

2001 W. Northwest Hwy 130
STREET ADDRESS P.O. BOX NUMBER

Dallas, TX 75220
CITY, STATE, and ZIP CODE

972-620-7338 david@gylaninc.com
TELEPHONE NUMBER E-MAIL ADDRESS

OFFER EXECUTED BY [PLEASE PRINT]

David Eom/Operations Director
NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

David Eom
SIGNATURE AND DATE OF OFFER

WITHOUT AN ***ORIGINAL*** **SIGNATURE ON THIS OR OTHER DOCUMENTS BINDING THE OFFEROR, THE OFFER WILL BE REJECTED**

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WWRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF DUNCANVILLE, TX.

REQUEST FOR BID
ISSUED BY
THE CITY OF DUNCANVILLE
PURCHASING OFFICE, FINANCIAL SERVICES DEPARTMENT

EXHIBIT A
BID FORM

FIRM: Global Building Maintenance, Inc	
PHONE NO: 972-620-7338	
EMAIL: david@gylaninc.com	
REPRESENTED BY: David Eom	TITLE: Operations Director
SIGNATURE: David Eom	DATE: 09/13/2022

The Contractor must complete this "Bid Form" without deviation from the required format. Do not re-type the form or alter the form in any manner.

Field House Approximate Porter Hours: 2,700

2 (# of Porters) x $ 15.00 (Hourly Rate) = $ 30.00 Weekly Rate

$ 30.00 Weekly Rate x 4.35 = $ 130.50 Monthly Rate

****

$ 202.00 (Dailly Rate) x 7 (Days) = $ 1,414.00 Weekly Rate

$ 1,414.00 Weekly Rate x 4.35 = $ 6,150.90 Monthly Rate

(A) Designation	(B) Hours/ Month	(C) Hourly/Rate	(D1)=(CxB) Price Per Month	(E1)=(D1x12) Annual Rate
Porter Services	225	$15.00	$3.375.00	$40,500.00
(A) Designation	**(B) Week/ Rate**	**(C) Daily/Rate**	**(D2)=(CxB) Price Per Month**	**(E2)=(D2x12) Annual Rate**
Janitorial Services	$1,414.00	$202.00	$6,150.90	$73,810.80
Total			(D1)+(D2)	(E1)+(E2)
			$9,525.90	$114,310.80

REQUEST FOR BID
ISSUED BY
THE CITY OF DUNCANVILLE
PURCHASING OFFICE, FINANCIAL SERVICES DEPARTMENT

EXHIBIT B
QUALIFICATIONS AND REFERENCES QUESTIONNAIRE

1. List the names that the bidder currently, has, or anticipates operating under, including the names of related companies presently doing business.
Global Building Maintenance, Inc
2. List the names of companies, firms or organizations that own any part of your organization.
Global Building Maintenance, Inc
3. Years in business: 12 years
4. In the past ten years, has bidder ever terminated or been terminated from a similar contract?
(If yes, provide details on a separate sheet).
No
5. Is the bidder currently in any litigation or contemplating litigation?
(If yes, provide details on a separate sheet).
No
6. In the past five years, has bidder ever refused to enter into a similar contract for which it was awarded? (If yes, provide details on a separate sheet).
No
7. Provide a brief description of bidder's managerial structure including name and title of key personnel. This information may be submitted on a separate sheet.
Key personnel resumes has been attached
8. Provide a brief description of bidder's managerial structure including name and title of key personnel. This information may be submitted on a separate sheet.

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Authorizing the Sale of Property of 4 Belmont Pl, Duncanville, Texas 75116; and authorizing the City Manager to execute the necessary documents.

Vision Statement:

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

STAFF RESPONSIBLE:
Victor Barerra, Economic Development Director

BACKGROUND/HISTORY:
The City Council has deemed property it owns at 4 Belmont Place as surplus and is interested in selling the property. The City attempted to sell the parcel by soliciting bids through a formal procurement selling process; however, the City Council deemed the responses as unacceptable.

Following the process, staff received a new offer from an interested individual and successfully negotiated a purchase price of $35,000.

POLICY EXPLANATION:
The city attorney, Mr. Hager, has reviewed the real estate contract, and the purchaser has made the necessary revisions based on the attorney's feedback. Staff is now seeking approval for the resolution to sell the property and authorize the City Manager to execute the necessary documents.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:
1. Approved the Sale of Property of 4 Belmont Pl, Duncanville, Texas 75116.
2. Do not approve the Sale of Property of 4 Belmont Pl, Duncanville, Texas 75116.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2025-392 - Authorizing Sale of 4 Belmont Pl. - Pdf

RESOLUTION NO. 2025-392

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE SALE OF REAL PROPERTY LOCATED AT 4 BELMONT PL, IN THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS 75117 IN THE AMOUNT OF $35,000.00, TO EUDAIMONIA DEVELOPMENT LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AFTER APPROVED AS TO FORM BY THE CITY ATTORNEY; REPEALING PRIOR ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville ("the City") owns the property located at 4 Belmont Pl, Duncanville, Texas 75116, as described in Exhibit "A" ("the Property") herein; and

WHEREAS, the City desires to sell its interest of the Property for $35,000.00 to Eudaimonia Development LLC; and

WHEREAS, the City Council finds it to be in the public interest to approve the sale of the Property to Eudaimonia Development LLC in accordance with the Unimproved Property Contract, setting forth the specific terms and conditions of the sale of the Property to Eudaimonia Development LLC; and

WHEREAS, the City Manager is authorized to execute the necessary documents to consummate said agreement and conveyance of the Property after approved as to form by the city attorney.

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 Unimproved Property Contract by and between the City of Duncanville, Texas and Eudaimonia Development LLC, in the agreed amount of $35,000.00.

SECTION 2. The City Council of the City of Duncanville, Texas hereby approves the sale of said Property, authorizing the City Manager to execute the necessary documents after approved as to form by the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of January, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT 'A'

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-07-2022

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

EQUAL HOUSING OPPORTUNITY

1. PARTIES: The parties to this contract are City of Duncanville (Seller) and Eudaimonia Development LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 36, Block A, Thoroughbred Hills BLK A LT 36 ACS 0.4265 Addition, City of Duncanville, County of Dallas, Texas, known as 4 Belmont Pl Duncanville TX 75117 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing .....$ 35,000
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: ❑ Third Party Financing Addendum, ❑ Loan Assumption Addendum, ❑ Seller Financing Addendum .....$ _____

C. Sales Price (Sum of A and B) .....$ _____

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ❑ is ☑ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

❑ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

❑ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Tracy Whitt (Escrow Agent) at Independence Title 400 S Zang Blvd #1000 Dallas TX 75208 (address): $ 2,000 as earnest money and $ 500 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of $ 0.00 to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 15 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

Initialed for identification by Buyer NMA _____ and Seller _____ _____ TREC NO. 9-16

EXHBIT 'A'

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☑ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Independence Title _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 3.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☐ (i) will not be amended or deleted from the title policy; or
☑ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☑ Seller.
(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
☑ (1) Within 5 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☑ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: Single family residential home.
Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

EXHIBIT 'A'

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☑is ❑is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that 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.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, 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. 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 Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

EXHIBIT 'A'

(8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☑ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

(9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

(12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): N/A

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)
☑ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:
(1) Seller ☐ is ☑ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
(2) Seller ☑ is ☑ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
(3) Seller ☐ is ☑ is not aware of any environmental hazards that materially and adversely affect the Property.
(4) Seller ☐ is ☑ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
(5) Seller ☐ is ☑ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
(6) Seller ☐ is ☑ is not aware of any threatened or endangered species or their habitat affecting the Property.
(7) Seller ☐ is ☑ is not aware that the Property is located ☐ wholly ☐ partly in a floodplain.
(8) Seller ☐ is ☑ is not aware that a tree or trees located on the Property has oak wilt.
If Seller is aware of any of the items above, explain (attach additional sheets if necessary): ___

EXHIBIT 'A'

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A.

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before February 27, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

(5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) N/A.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed $ 0.00 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

EXHBIT 'A'

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

Page 6 of 12

EXHIBIT 'A'

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: Nivardo Meraz	**To Seller at:**
Phone: (214) 683-2860	Phone: ( )
E-mail/Fax: Nivardomeraz@gmail.com	E-mail/Fax:
E-mail/Fax:	E-mail/Fax:
With a copy to Buyer's agent at:	With a copy to Seller's agent at:

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ❑ Third Party Financing Addendum
- ❑ Seller Financing Addendum
- ❑ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ❑ Buyer's Temporary Residential Lease
- ❑ Seller's Temporary Residential Lease
- ❑ Addendum for Reservation of Oil, Gas and Other Minerals
- ❑ Addendum for "Back-Up" Contract
- ❑ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ❑ Addendum containing Notice of Obligation to Pay Improvement District Assessment
- ❑ Addendum for Coastal Area Property
- ❑ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ❑ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ❑ Addendum for Sale of Other Property by Buyer
- ❑ Addendum for Property in a Propane Gas System Service Area
- ❑ Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is:	Seller's Attorney is:
Phone: ( )	Phone: ( )
Fax: ( )	Fax: ( )
E-mail:	E-mail:

Initialed for identification by Buyer NMA _____ and Seller _____ _____ TREC NO. 9-16

EXHIBIT 'A'

EXECUTED the _____day of _____, 20_____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

N. Mer

Buyer _____ Seller _____

Buyer _____ Seller _____

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 9-16. This form replaces TREC NO. 9-15.

EXHIBIT 'A'

Contract Concerning 4 Belmont P Dunc anv ille T X 7 5 1 6 Page 9 of 10 11-07-2022
(Address of Property)

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm License No.

represents ❑Buyer only as Buyer's agent
❑Seller as Listing Broker's subagent

Associate's Name License No.

Team Name

Associate's Email Address Phone

Licensed Supervisor of Associate License No.

Other Broker's Address Phone

City State Zip

Listing Broker Firm License No.

represents ❑Seller and Buyer as an intermediary
❑Seller only as Seller's agent

Listing Associate's Name License No.

Team Name

Listing Associate's Email Address Phone

Licensed Supervisor of Listing Associate License No.

Listing Broker's Office Address Phone

City State Zip

Selling Associate's Name License No.

Team Name

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____ _____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

EXHIBIT 'A'

Contract Concerning 4 Belmont Pl Duncanville TX 75116 (Address of Property) Page 10 of 10 11-07-2022

OPTION FEE RECEIPT

Receipt of $_____ (Option Fee) in the form of _____ is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of $_____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of $_____ additional Earnest Money in the form of _____ is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Consider a Resolution awarding RFQ 24-0031 Pre-Qualified Engineering and Architectural Services 3-Year Pool and authorizing indefinite-delivery/indefinite-quantity master service agreements with the firms outlined in Exhibit A to provide engineering and architectural services to the City of Duncanville from January 7, 2025, through January 7, 2028, not exceeding a total contract amount per firm of $300,000.00 over the three years.

Vision Statement:

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

Pillar:

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

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

BACKGROUND/HISTORY:
The City hires consulting engineering firms for specialized design work. According to state law, professional engineering services are not awarded through bidding; firms are selected based on their qualifications.

On May 2, 2023, the City Council approved a list of engineering firms to provide professional engineering services to the City of Duncanville from May 2, 2023, through May 1, 2028. Following the City Manager's directive, a new Request for Qualifications (RFQ 24-0031) for engineering design and the newly included architectural design category was advertised in Fall 2024.

POLICY EXPLANATION:
Sealed submissions of completed RFQs for Professional Engineering and Architectural Services, Solicitation No: RFQ 24-0031, for the City of Duncanville, Texas, were received by the Chief Procurement Officer by the due date of Thursday, October 3, 2024.

Twenty-six firms submitted Statements of Qualification (SOQs) in response to the RFQ. Each SOQ was reviewed based on staff credentials and qualifications, project experience, references, and overall responsiveness to the RFQ. Based on the rating criteria (Attachment 1), the firms listed in

Exhibit A to the Resolution have been prequalified for three years. Inclusion in the list does not guarantee that a respondent will receive work.

Staff requests City Council's authorization of indefinite-delivery/indefinite-quantity master service agreements with the firms outlined in Exhibit A to provide engineering and architectural services to the City of Duncanville. Indefinite-delivery/indefinite-quantity agreements are being requested as no specific scope of work has yet been outlined. Services under these agreements will be ordered as needed based on the agreement terms.

Per the Procurement Office's guidance, the City will follow the steps outlined below for projects:

Project(s) Valued at $250K or Greater

1. Any Project valued at $250K or greater shall be procured with a competitive solicitation Request for Qualifications (RFQ).
2. The Project will be procured in compliance with TGC 2254 (Professional Services Procurement Act) and submitted to the City Council for award.

Project(s) Valued Less Than $250K

1. Following an award from City Council, a list of firms will be available to staff to utilize for projects less than $250K
2. Each firm awarded by City Council shall receive a contract and provide the city with a standard rate sheet.
3. Staff shall utilize the "approved list" of firms for award consideration.
   a. Each project shall be submitted to the list of "approved" firms in a written request format to determine availability and interest
   b. City Staff shall adequately describe the project.
   c. The written request for availability and interest shall have a response timeline of at least seven calendar days before the response is due.
   d. At the end of the response due period, staff shall assemble all responses and request assistance from Procurement and Contracting Services.
   e. An evaluation of the firms that have respondent firms shall be conducted and documented.
   f. The highest ranked respondent firm shall be contacted in written form with notification of a request for scope, deliverables, timeline, and pricing.
   g. Provided the pricing is acceptable, and within budget, the staff may proceed to acceptance.
   h. Staff shall submit a requisition citing the contract number, scope, deliverables, timeline, and pricing.
4. No firm from the awarded list shall exceed the not-to-exceed amount approved by City Council, collectively or with an individual award.
5. Staff shall strictly follow the requirements of Texas Government Code 2254 (Professional Services Procurement Act) at all times.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Attachment 1 - Evaluation Procedures
Resolution No. - 2025-390 - Pre-Qualified Engineering and Architectural Services 3-Year Pool - Pdf

Attachment 1

SECTION 5- EVALUATION PROCEDURES

A. Request for Qualifications Selection Committee

Committee Review and Selection: The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive. A committee of City evaluators has been established to evaluate the Solicitation Responses ("Committee"). The Committee will review each response to determine the most highly qualified Respondent(s) on the basis of demonstrated competence and qualifications using the following weighted criteria. A consensus score will be assigned to each response.

B. Review of Statements

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

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

C. Evaluation Criteria

Statements will be evaluated using the following criteria: Mandatory Elements/Technical Qualifications, Firms meeting the mandatory criteria will have their statements evaluated and scored.

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

1. Mandatory Submission Requirements

A. Respondents shall be firms, corporations, individuals, or partnerships normally engaged in the provision or service described herein.
B. Persons and firms practicing in the State of Texas must possess proper licensing and registration in accordance with Texas laws. The Respondent is licensed to practice in the State of Texas, the office address that will support the Project, and the firm's familiarity with the area of the proposed work.
C. The Respondent has no conflict of interest with regard to any other work performed by the firm for the City of Duncanville.
D. Respondents shall include at least one registered professional engineer and one registered professional architect as Project Managers with a minimum of five (5) years of experience in providing specified services.
E. The Respondent's professional personnel have received adequate continuing professional education within the preceding two (2) years to meet the legal requirements needed for the State of Texas.
F. The Respondent has a record of quality work identified in the list of projects completed and submitted.
G. The Respondent has successfully performed one or more similar projects with a comparable Texas municipality in the past three (3) years and has submitted the list of projects, which includes the timeline and any delays that occurred.
H. The Respondent has submitted the list of references, which includes contact information; most references will be from the projects identified in the submission.
I. Submission of Respondent's SAM.gov page.
J. Submission of Respondent's Insurance coverage, (Section 6)

2. Technical Qualifications (Maximum –100 Points)

A. Expertise and Experience

(1) The Professional firm's past experience and performance on comparable government projects demonstrate successful delivery of services to meet the Scope of Services. The Respondent shall provide a representative list of similar completed projects in the past five (5) years with a scale and complexity similar to the project(s) being considered by the City. The list shall include Project name and location, services provided, information whether the respondent was the prime or a sub consultant, project status, total cost, client name, and contact person, history of meeting schedules, and history of accomplishing services within the established budget, including planned vs. actual. **(30 Points)**

(2) The quality of the Respondent firm's professional personnel (Project Team) to be assigned to the engagement and the quality of the Respondent firm's management support personnel to be available for technical consultation. **(20 Points)**

(3) Experience obtaining and working with Federal/State/EPA/ or TWDB grant funding for Governmental Projects. Knowledge of applicable Local, State, and Federal regulations regarding the successful delivery of the services identified in the Scope of the Project. **(20 Points)**

(4) Ability to perform additional services, adequacy of administrative controls, and the capacity to provide technical support throughout the Project term. Knowledge of local issues in the City of Duncanville, and the surrounding Region. **(20 Points)**

(5) Submission of applicable References (from your submission of projects completed)

(10 Points)

D. Final Selection

The Evaluation Selection Committee will review all statements and recommend to the City Council the most advantageous statement received for consideration and/or approval; however, the City Council may select a respondent other than the one recommended by the evaluation team.

Multiple professional firms are anticipated to be selected in **October 2024** at a city council meeting. Following notification of the firm(s) selected, a contract is expected to be executed immediately between both parties.

E. **Right to Reject Statements**

The City reserves the right to reject any or all responses, delete any portion of the response, accept any response deemed most advantageous, or waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

F. Interviews

The City may or may not hold interviews. Respondents may be required to make an oral presentation to the Committee to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their qualifications and ensure a mutual understanding of the services to be provided and the approach to be used.

RESOLUTION NO. 2025-390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING RFQ 24-0031 PRE-QUALIFIED ENGINEERING AND ARCHITECTURAL SERVICES 3-YEAR POOL AND AUTHORIZING INDEFINITE-DELIVERY/INDEFINITE-QUANTITY MASTER AGREEMENTS WITH THE FIRMS OUTLINED IN EXHIBIT A TO PROVIDE ENGINEERING AND ARCHITECTURAL SERVICES TO THE CITY OF DUNCANVILLE FROM JANUARY 7, 2025, THROUGH JANUARY 7, 2028 NOT EXCEEDING A TOTAL CONTRACT AMOUNT OF $300,000.00 PER FIRM OVER THE THREE YEARS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS TO CONFORM TO THIS RESOLUTION AS APPROPRIATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to infrastructure improvements to the City and it is necessary to retain the services of highly qualified professional firms to consult on City projects;

WHEREAS, the City advertised and received Statements of Qualifications for engineering and architectural services per RFQ 24-0031 and recommends awarding future engineering and architectural services contracts to highly qualified firms; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award RFQ 24-0031 Pre-Qualified Engineering and Architectural Services 3-Year Pool and authorize indefinite-delivery/indefinite-quantity master service agreements with the firms outlined in Exhibit A to provide engineering and architectural services to the City of Duncanville from January 7, 2025, through January 7, 2028, not exceeding a total contract amount of $300,000.00 per firm over the three years.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards RFQ 24-0031 Pre-Qualified Engineering and Architectural Services 3-Year Pool and authorizes indefinite-delivery/indefinite-quantity master service agreements with the firms outlined in Exhibit A to provide engineering and architectural services to the City of Duncanville from January 7, 2025, through January 7, 2028, not exceeding a total contract amount of $300,000.00 per firm over the three years; and authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

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 7th day of January, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A1

RFQ 24-0031 PRE-QUALIFIED ENGINEERNG AND ARCHITECTURAL SERVICES
THREE YEAR POOL
Evaluation Sheet - Engineering

DESCRIPTION OF FACTORS	MAXIMUM SCORE	Garver, Inc. Dallas, TX	Kimley-Horn and Associates, Inc. Fort Worth, TX	Freese & Nichols, Inc. Dallas, TX	MRB Group, PC Temple, TX	Walter P Moore and Associates, Inc. Dallas, TX	Shield Engineering Group, Inc. Dallas, TX	Gresham Smith, Inc. Dallas, TX	Burgess & Niple, Inc Dallas, TX	Dunaway Associates, LLC Dallas, TX	Cobb, Fendley & Associates, Inc. Fort Worth, TX
Did the Firm meet the Mandatory minimum requirements?	YES / NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TECHNICAL QUALIFICATIONS											
1) The Professional firm's past experience and performance on comparable government projects demonstrate successful delivery of services to meet the Scope of Services	30	29	28	28	27	27	26	26	25	25	24
2) The quality of the Respondent firm's professional personnel (Project Team) to be assigned to the engagement and the quality of the Respondent firm's management support personnel to be available for technical consultation.	20	20	20	19	19	19	19	18	18	17	16
3) Experience obtaining and working with Federal/State/EPA/ or TWDB grant funding for Governmental Projects. Knowledge of applicable Local, State, and Federal regulations regarding the successful delivery of the services identified in the Scope of the Project.	20	20	20	20	20	19	19	19	18	18	18
4) Ability to perform additional services, adequacy of administrative controls, and the capacity to provide technical support throughout the Project term. Knowledge of local issues in the City of Duncanville, and the surrounding Region.	20	20	20	20	20	20	20	20	20	20	20
5) Submission of applicable References (from your submission of projects completed)	10	10	10	10	10	10	10	10	10	10	10
		99	98	97	96	95	94	93	91	90	88
	RANKING:	1	2	3	4	5	6	7	8	9	10

Exhibit A1

RFQ 24-0031 PRE-QUALIFIED ENGINEERNG AND ARCHITECTURAL SERVICES
THREE YEAR POOL
Evaluation Sheet - Engineering

DESCRIPTION OF FACTORS	MAXIMUM SCORE	LJA Engineering Dallas, TX	Huitt Zollars Dallas, TX	Sustainabilty Engineering Group, Inc. Dallas, TX	Nathan D. Maier Consulting Engineers, Inc. Dallas, TX	WSB, LLC. Melissa, TX	BHC, Inc. Dallas, TX	Simon Engineering and Consulting, Dallas, TX	Oiler Engineering, Inc. Lubbock, TX	MV Engineering, Inc. Dallas, TX	RLG Consulting Engineers, Inc. Dallas, TX
Did the Firm meet the Mandatory minimum requirements?	YES / NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TECHNICAL QUALIFICATIONS											
1) The Professional firm's past experience and performance on comparable government projects demonstrate successful delivery of services to meet the Scope of Services	30	23	23	23	22	22	21	22	22	20	19
2) The quality of the Respondent firm's professional personnel (Project Team) to be assigned to the engagement and the quality of the Respondent firm's management support personnel to be available for technical consultation.	20	16	16	16	15	15	15	14	14	14	14
3) Experience obtaining and working with Federal/State/EPA/ or TWDB grant funding for Governmental Projects. Knowledge of applicable Local, State, and Federal regulations regarding the successful delivery of the services identified in the Scope of the Project.	20	20	20	19	19	18	18	15	15	15	15
4) Ability to perform additional services, adequacy of administrative controls, and the capacity to provide technical support throughout the Project term. Knowledge of local issues in the City of Duncanville, and the surrounding Region.	20	19	18	18	18	17	17	16	15	16	16
5) Submission of applicable References (from your submission of projects completed)	10	10	10	9	9	9	9	8	8	8	8
		88	87	85	83	81	80	75	74	73	72
	RANKING:	11	12	13	14	15	16	17	18	19	20

Comments regarding the award score, if any:

Garver - great response, excellent experience, and staff available
Kimley-Horn - excellent work and staff available
Freese - Nichols - large firm, excellent work, and staff available.
All others - great reponses and work histories.

Evaluator's Name: Shahad Mohammed, Assistant Director- Public Works — Evaluator's Signature: Elton D. Brock,Chief Procurement Officer
Evaluator's Name: Matt Bryant, Director - Public Works — Evaluator's Signature:
Evaluator's Name: Joel Daugherty, Utilities Superintendent — Evaluator's Signature:

Exhibit A2

RFQ 24-0031 PRE-QUALIFIED ENGINEERNG AND ARCHITECTURAL SERVICES
THREE YEAR POOL
Evaluation Sheet - Architectural Firms

DESCRIPTION OF FACTORS	MAXIMUM SCORE	Brandsetter Carroll, Inc Dallas, TX	Komatsu/Rangel Architecture, Inc. Ft. Worth, TX	MRB Group, PC Temple, TX	KAI Design Irving, TX	Grace, Hebert, Curtis, Architects, LLC Dallas, TX	MEL/ARCH, Inc. Mansfield, TX	Sustainabilty Engineering Group, Inc. Dallas, TX	BRW Architects Dallas, TX
Did the Firm meet the Mandatory minimum requirements?	YES / NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TECHNICAL QUALIFICATIONS									
1) The Professional firm's past experience and performance on comparable government projects demonstrate successful delivery of services to meet the Scope of Services	30	29	28	28	26	26	26	26	25
2) The quality of the Respondent firm's professional personnel (Project Team) to be assigned to the engagement and the quality of the Respondent firm's management support personnel to be available for technical consultation.	20	20	19	19	18	18	17	15	15
3) Experience obtaining and working with Federal/State/EPA/ or TWDB grant funding for Governmental Projects. Knowledge of applicable Local, State, and Federal regulations regarding the successful delivery of the services identified in the Scope of the Project.	20	20	19	18	20	17	17	16	15
4) Ability to perform additional services, adequacy of administrative controls, and the capacity to provide technical support throughout the Project term. Knowledge of local issues in the City of Duncanville, and the surrounding Region.	20	20	20	20	20	20	20	20	20
5) Submission of applicable References (from your submission of projects completed)	10	10	10	10	10	10	10	10	10
		99	96	95	94	91	90	87	85
	RANKING:	1	2	3	4	5	6	7	8

Comments regarding the award score, if any:

Brandsetter/Carroll - excellent project history, excellent staff
Komatsu - excellent and long work product history, excellent staff
MRB - Excllent work in grant funding areas, great staff
All firms meet requirements and provided great responses.

Evaluator's Name: Shahad Mohammed, Assistant Director- Public Works — Evaluator's Signature: Elton D. Brock,Chief Procurement Officer
Evaluator's Name: Matt Bryant, Director - Public Works — Evaluator's Signature:
Evaluator's Name: Joel Daugherty, Utilities Superintendent — Evaluator's Signature:

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
City Council to hold a public hearing on a request for an amendment to the Wheatland Plaza Planned Development, and if applicable, direct the City Attorney to prepare an Ordinance for amendment at an upcoming meeting.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
The applicant is requesting changes to the PD Zoning for Wheatland Plaza. The Planning and Zoning Committee held a meeting on Monday, December 30th. During the meeting, the committee voted on the request submitted by Monte Anderson, the applicant, for an amendment to the Planned Development at Wheatland Plaza Shopping Center, BLK 1, LT A & ABND ALLEY, ACS 7.502, commonly known as 402 East Wheatland Road, City of Duncanville, Dallas County, Texas. The request was approved by a vote of 3 to 2.

The details of the request are attached.

POLICY EXPLANATION:
A redline version of proposed changes are located in the supporting documentation attached, titled 'Ordinance'. Council to hold a public hearing, and then consider directing the City Attorney to prepare an ordinance, including any or all changes Council deems appropriate to make to the PD Zoning law, and then direct the City Attorney to return the proposed Ordinance to the City Council for January 21, 2025 City Council meeting.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	Purchase Amount	After Encumber
NA	NA	NA

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:

Applicant Exhibits
Area of Request Map
Land Use Chart
Ordinance No. 2461
Zoning Change Application

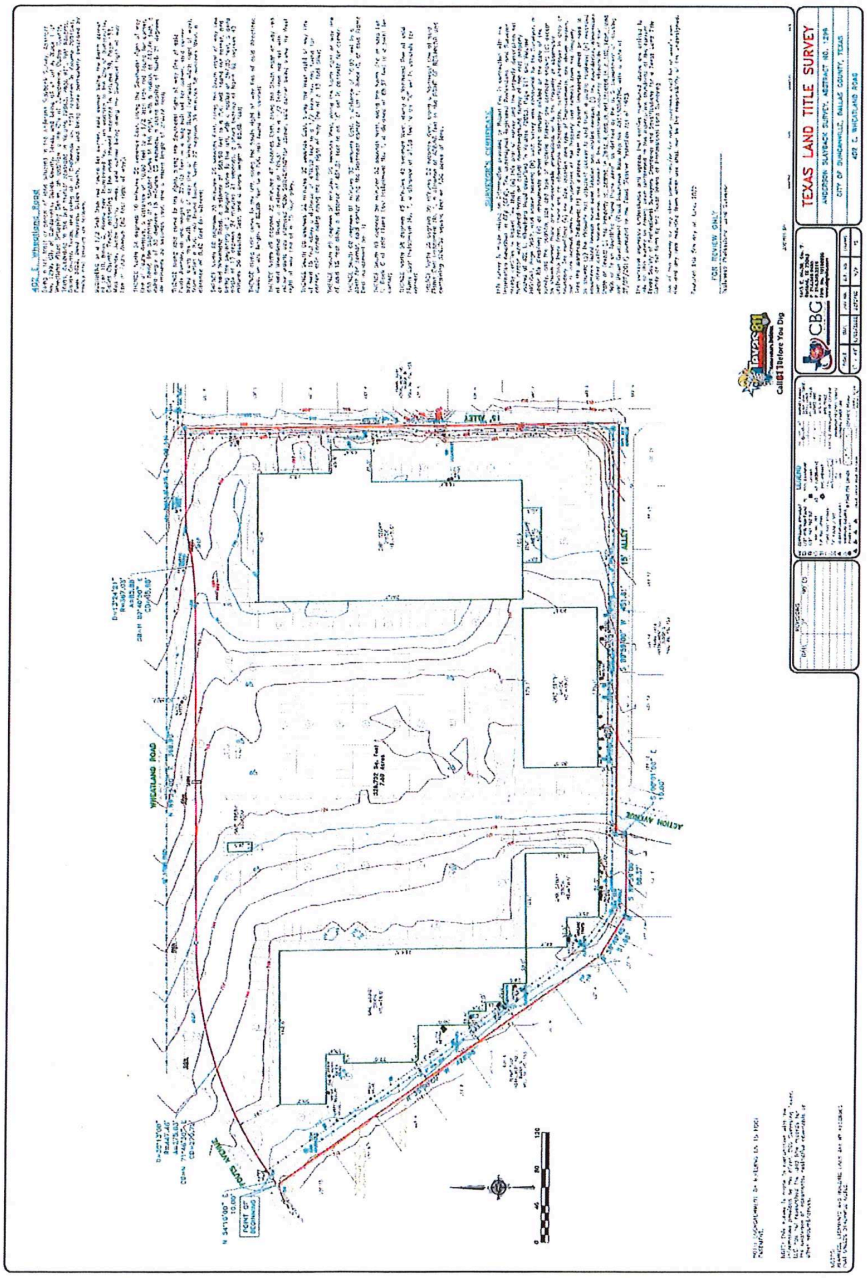
EXHIBIT "A"

LEGAL DESCRIPTION

Being Wheatland Plaza Shopping Center, Block 1, Lot A & Abandoned Alley, more commonly known as 402 East Wheatland Road, Duncanville, Dallas County, Texas.

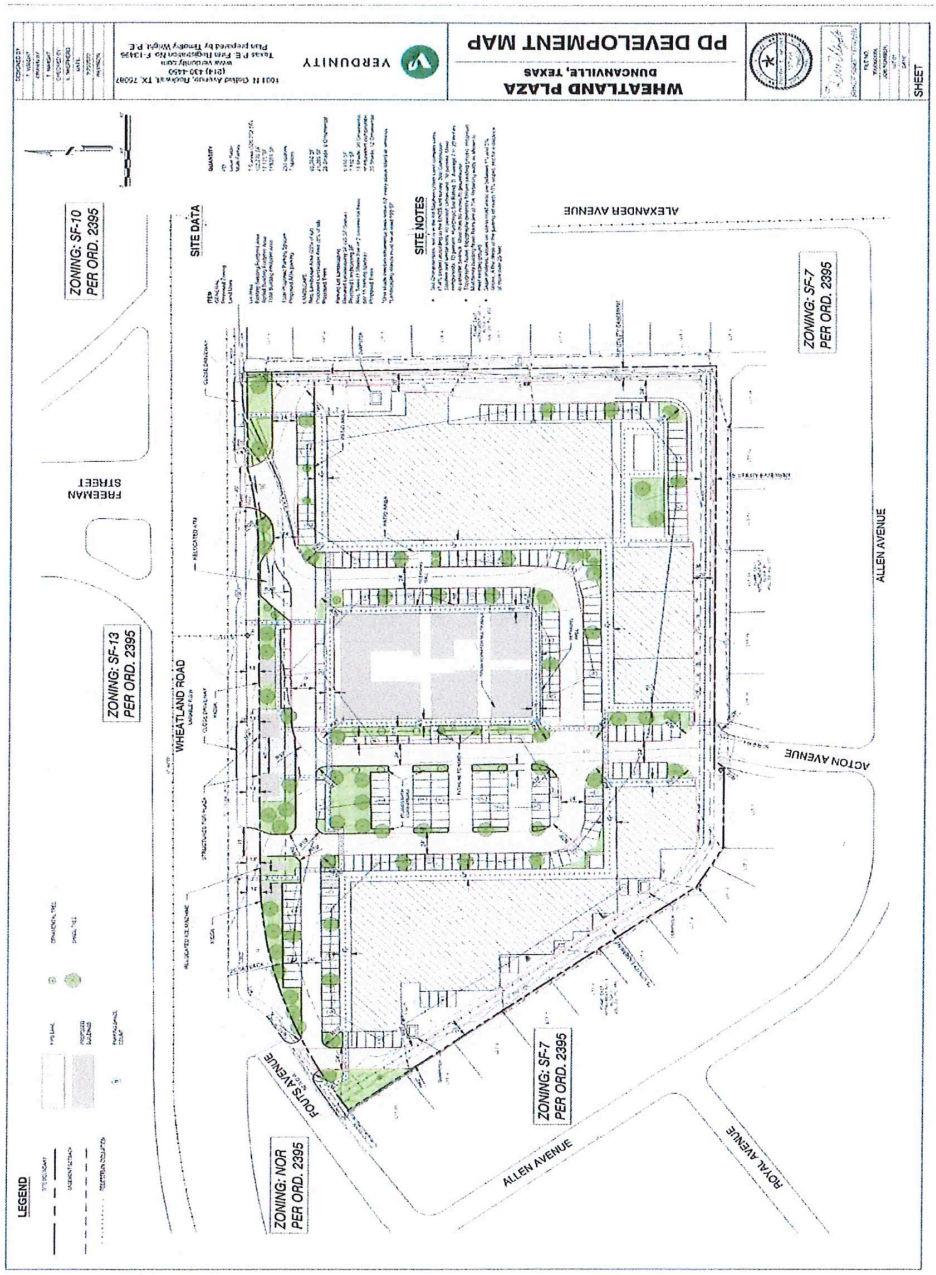
TM 134066

EXHIBIT "A-1"



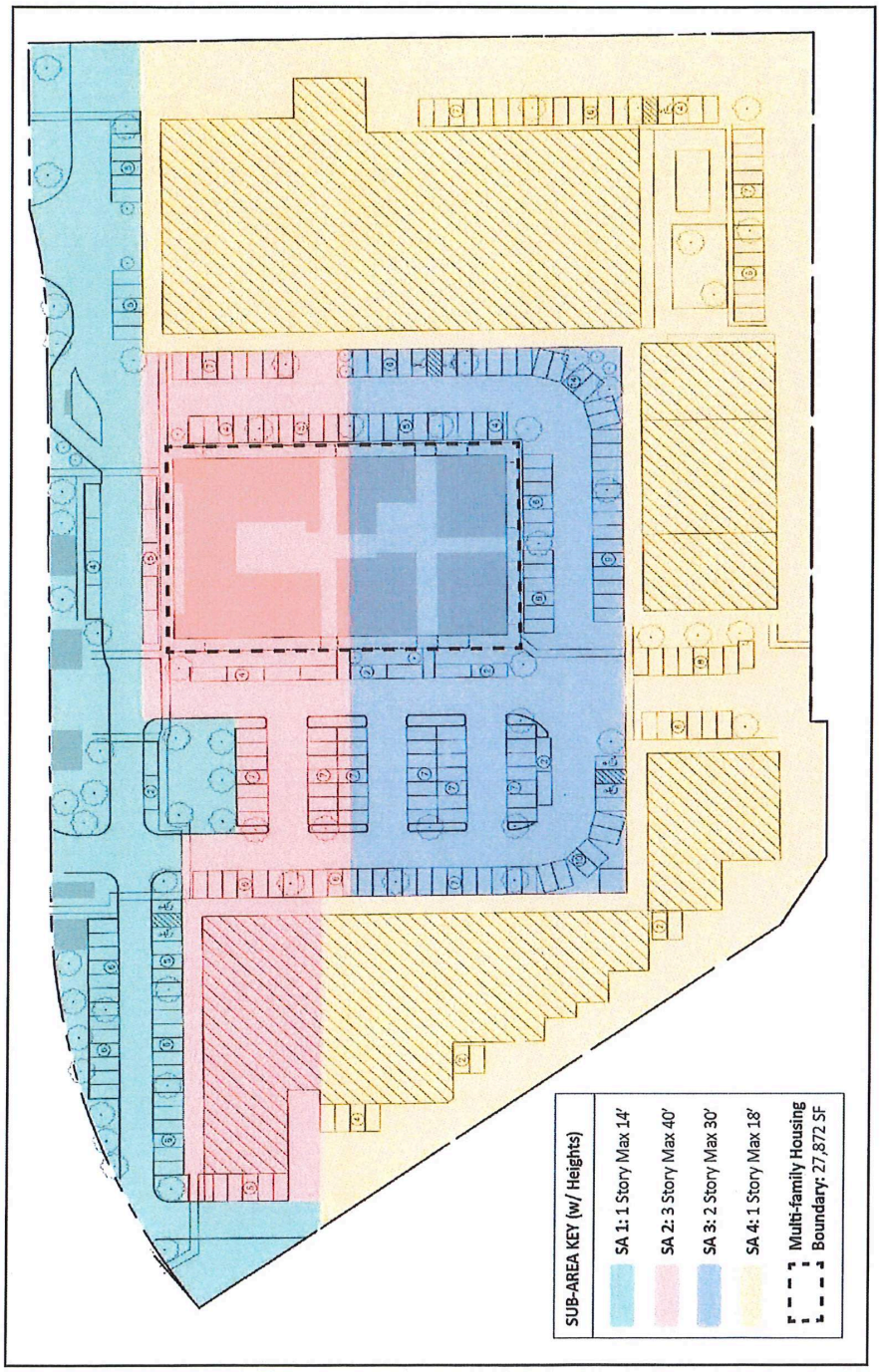
TM 134066

EXHIBIT "B"



TM 134066

EXHIBIT "C"



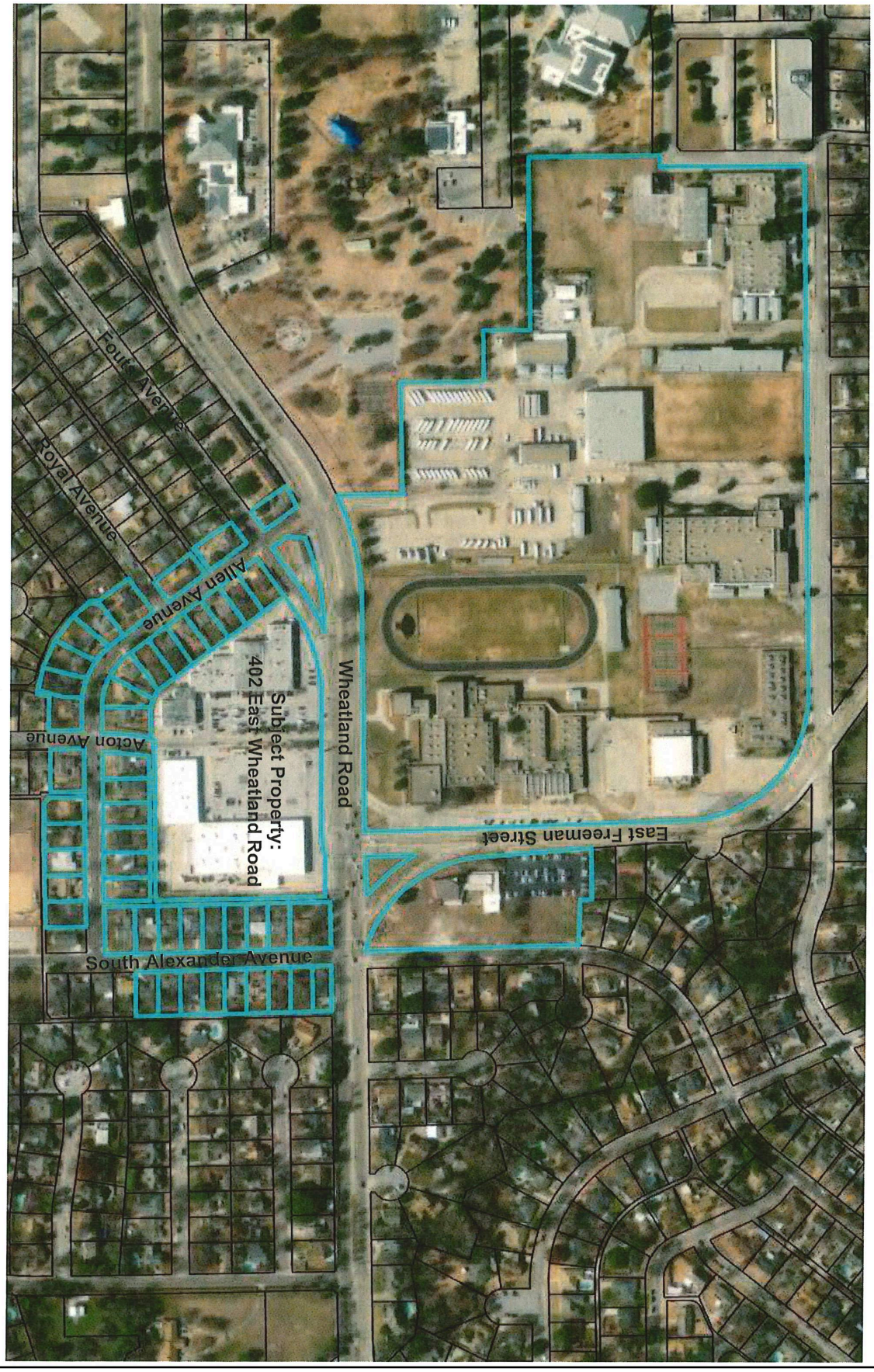
TM 134066

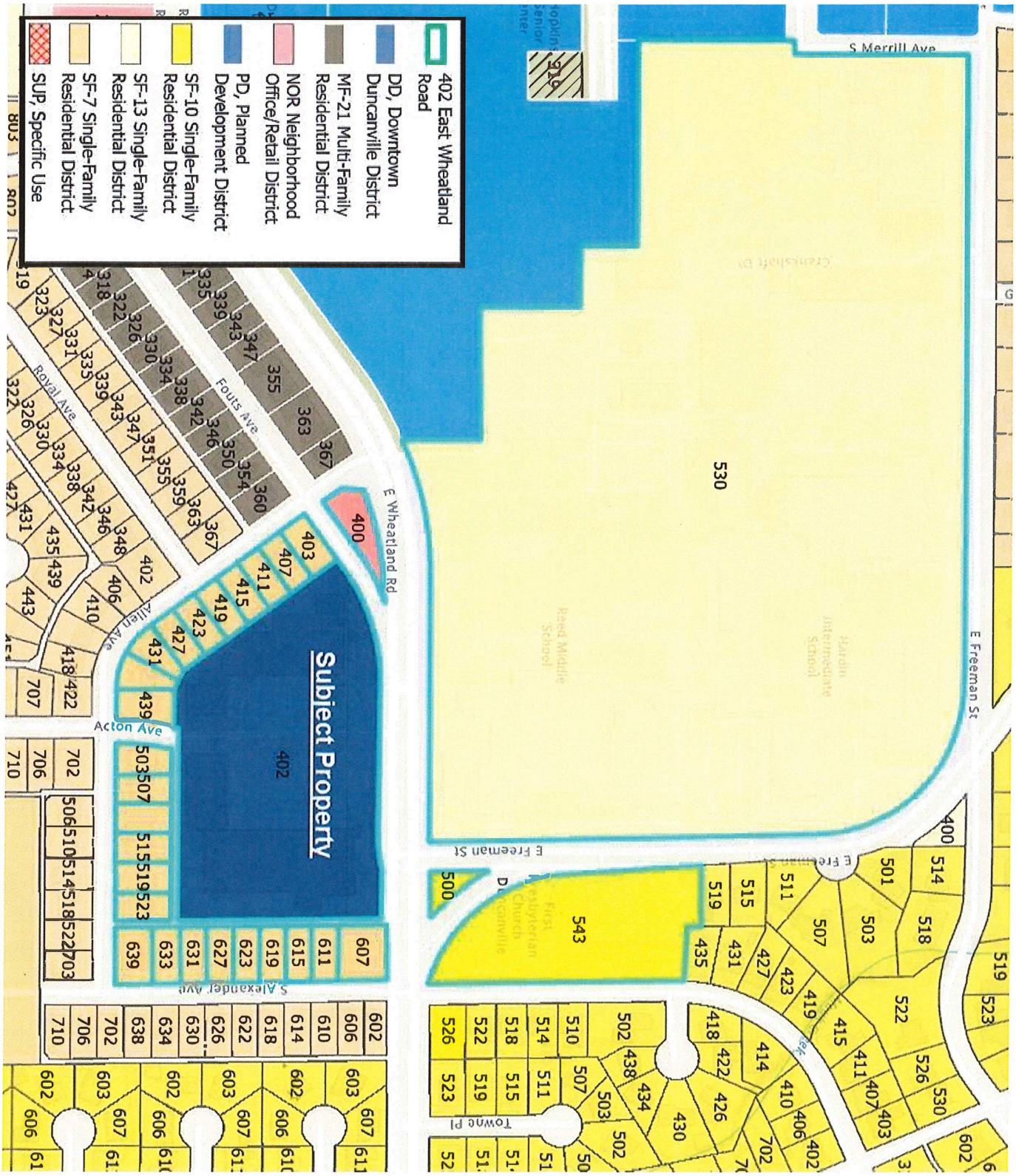
EXHIBIT "D"

Main Landscaping Requirements							
Thresholds based on overall site SF Above	65,350	20%		Parking Lot Landscaping Proposed	7,152	2.19%	
	49,013	15%		Parking Lot Landscaping Required (25	6375		
	32,675	10%		Open Space + Parking Landscaping	28,537	8.73%	
	16,338	5%		Additional Wheatland Road ROW	7,107		
Open Space Proposed	21,385	6.54%		East and South Alley Area	13,691		
Proposed Open Space Threshold		5%		Total with Additional Offsite Landscapir	49,335		

Landscape Requirement Exemptions	§4.08	General Zoning	**Exemptions:** Exempted from §4.08.C Requirements for Single-Family, Duplex, and Townhome Development; §4.07.D.1.c (No Landscape Architect be required to develop site plan); §4.07.D.2 Required Landscaped Areas on Lot; §4.07.D.4 Required Landscape Buffer; §4.07.D.5 Continuous Shrub Buffer
Required Landscaped Areas on Lot	§4.08.D.2	General Zoning	**Modified:** A minimum of 5% of the lot area will be landscaped (not including the additional parking requirements)
Required Landscaped Areas within Parking Lots	§4.08.D.3	General Zoning	**No Change:** a) Landscaped areas within parking lots shall be provided in addition to the requirements in 2. Required Landscaped Areas on a Lot above; b) Landscaped areas within parking lots shall be at least nine (9) feet wide and one hundred fifty (150) square feet in area; c) At least twenty-five (25) square feet of landscaped area shall be provided per parking space; d) There shall be a minimum of one (1) Shade Tree or two (2) Ornamental Trees planted in the parking area for every fifteen (15) parking spaces; e) There shall be a landscaped area with at least one (1) Shade Tree or two (2) Ornamental Trees within sixty (60) feet of every parking space; f) A landscape island shall be located at the terminus of all parking rows, and shall contain at least one (1) Ornamental Tree.
Concrete Curb	§4.08.D.6	General Zoning	**No Change:** All landscaped areas shall be protected by a raised six (6) inch concrete curb with openings to allow for the drainage of stormwater into the landscaped areas (see Figure 4.08.2).
Irrigation Requirements	§4.08.D.7	General Zoning	**No Change:** All required landscaped open space shall be provided with adequate and inconspicuous irrigation systems. Freeze cut-off monitors shall be provided.
Additional Irrigation Requirements		None	**New:** The site will be broken into three irrigation zones that will utilize natural rainwater in addition to a backup irrigation source. The use of rainwater catchment systems will be allowed on the property without any additional screening required.
Planting Requirements	§4.08.D.8	General Zoning	**No Change:** a) See Chapter 12 of the City's Code of Ordinances, Article XVII Tree Preservation for information on credit for existing landscaping and required Tree Removal Permits; b) All required plantings shall be selected from the City's Approved Plant List. Native and drought tolerant species are preferred; c) Complete coverage of required landscaped areas shall be provided with Shrubs, Groundcover, and/or Ornamental Grass with a Rock Landscape Base or a Mulch Base.

TM 134066


Four Avenue
Royal Avenue
Allen Avenue
Acton Avenue
Subject Property:
402 East Wheatland Road
Wheatland Road
East Freeman Street
South Alexander Avenue


402 East Wheatland Road
DD, Downtown Duncanville District
MF-21 Multi-Family Residential District
NOR Neighborhood Office/Retail District
PD, Planned Development District
SF-10 Single-Family Residential District
SF-13 Single-Family Residential District
SF-7 Single-Family Residential District
SUP, Specific Use
Subject Property
402
E Wheatland Rd
Acton Ave
Fouts Ave
Royal Ave
Allen Ave
S Alexander Ave
S Merrill Ave
E Freeman St
Reed Middle School
Hardin Intermediate School
First Presbyterian Church
Towne Pl
530
543

*Uses that are being requested for inclusion in this amendment are in red.

Land Use	Permitted by Right via PD	Permitted by Right within LOR District	Requires approval of a Specific Use Permit within PD	Requires Approval of a Specific Use Permit within LOR District
Residential Uses				
Assisted Living Facility				
Boarding House				●
Child Care Home (≤ 6 Children)				
Child Care Home (≥ 7 Children)				
Community Home for Persons with Disabilities				
Halfway House				
HUD-Code Manufactured Home				
Industrialized Home				
Live-Work Unit	●	●		
Mixed-Use Development	●	●		
Multiple-Family Dwelling	●			
Patio Home/Sero Lot Line Home				
Single Family Detached				
Townhome				
Two-Family Dwelling				

Land Uses	Permitted by Right via PD	Permitted by Right within the LOR District	Requires Approval of a Specific Use Permit within PD	Requires Approval of a Specific Use Permit within LOR District
Accessory and Incidental Uses				
Accessory Dwelling Unit				
Basketball or Tennis Court				●
Carport				
Drive-Thru				●
Fuel Pumps				
Funeral Home, Crematory				
Home Occupation		●		
Outdoor Display, Permanent				
Outdoor Display, Temporary				●
Outside Storage				
Short-Term Rental				●
Wind Energy Turbine				

Land Use	Permitted by Right via PD	Permitted by Right within LOR District	Requires Approval of a Specific Use Permit via PD	Requires Approval of a Specific Use Permit via LOR District
Educational, Institutional, Public, and Special Uses				
Adult Day Services	●	●		
Art Gallery and Museum	●	●		
Cemetery or Mausoleums				
Chemical Dependency Facility				
Child Care Facility, Children's Home				
Child Care Facility, Daycare	●	●		
Community Center, Public	●	●		
Driving School				●
Library	●	●		
Local Utility Distribution Lines		●		
Lodge or Civic Club	●			●
Medical, Clinic or Office	●	●		
Medical, Emergency Room				
Medical, Hospital				
Medical, Rehab Care (without Live-in)	●	●		
Medical, Urgent Care Facility		●		
Place of Worship	●	●		
Public Facility, Use, or Utility		●		
Radio or Television Broadcasting without Tower	●	●		
Research and Development Laboratory (Life Sciences)				
Research and Development Laboratory (Technology) *See Specific PD Glossary of New or Modified Use Definitions.*	●			●
School, Business, Trade, or Vocational	●	●		
School, College, or University	●	●		
School, Primary or Secondary (Private)	●	●		
School, Primary or Secondary (Public)	●	●		
Supplemental Education Service	●			
Wireless Communication Tower		●		

Land Use	Permitted by Right via PD	Permitted by Right within LOR District	Requires Approval of a Specific Use Permit via PD	Requires Approval of a Specific Use Permit within LOR District
Recreational and Entertainment Uses				
Amusement, Indoor	●	●		
Amusement, Outdoor (Permanent)	●			
Amusement, Outdoor (Temporary) *See Specific PD Glossary of New or Modified Use Definitions.*				●
Banquet or Event Center *Per Ord. No. 2461, requires an additional approved site plan and special conditions. See Specific PD Glossary of New or Modified Use Definitions.*			●	●
Country Club		●		
Park, Private		●		
Park, Public		●		
Theater, Indoor Only	●	●		
Theater, Performing Arts	●	●		

Land Uses	Permitted by Right via PD	Permitted by Right within the LOR District	Requires Approval of a Specific Use Permit via PD	Requires Approval of a Specific Use Permit within LOR District
Retail and Service Uses				
Adult-Oriented Uses				
Appliance Rental and Repair				●
Art Instruction Studio	●	●		
Art Studio	●	●		
Bail Bond Business				
Bar (≥75% Alcohol Sales)	●	●		
Credit Access Business				
Feed Store				●
Financial Institution	●	●		
Food Truck Park *See Specific PD Glossary of New or Modified Use Definitions.*	●			●
Funeral Home				●
Grocery, Local Scale	●	●		
Grocery, Neighborhood Scale	●	●		
Grocery, Regional Scale				●
Gym and Fitness Facilities	●			●
Hookah Lounge				
Nursery, Retail	●	●		
Nursery, Wholesale				
Pawn Shop				
Personal Care Service Shop	●	●		
Plumbing Shop				
Postal Mart	●	●		
Print Shop				●
Professional Office, Local Scale	●	●		
Professional Office, Neighborhood Scale		●		
Professional Office, Regional Scale				●
Recycle Collection Point				
Restaurant, Limited Seating	●	●		
Restaurant, Seated Service	●	●		
Retail, Convenience Store	●	●		
Retail, Convenience Store with Restaurant	●	●		
Retail, Local Scale	●			
Retail, Neighborhood Scale	●	●		
Retail, Regional Scale	●			●
Retail, Sundry *See Specific PD Glossary of New or Modified Use Definitions.*	●			●
Seasonal Sales *See Specific PD Glossary of New or Modified Use Definitions.*	●			●
Sign Printing				●
Tattoo or Piercing Studio *See Specific PD Glossary of New or Modified Use Definitions.*	●			
Tobacco, CBD, or Vape Shop				

Land Uses	Permitted by Right via PD	Permitted by Right within the LOR District	Requires Approval of a Specific Use Permit within PD	Requires Approval of a Specific Use Permit within LOR District
Commercial and Industrial Uses				
Alcohol Production, Macro				
Alcohol Production and Tasting/Tap Room, Micro with Food Sales	●	●		
Alcohol Production and Tasting/Tap Room, Micro without Food Sales				●
Animal Services, No Outside Pens				●
Animal Services, Outside Pens				
Bed & Breakfast				
Building Materials Sales				
Cabinet Shop				
Commercial, General				
Contractor & Storage Yard				
Extermination Business				
Furniture Repair Shop				
Heavy Equipment Sales				
Hotel, Full Service				
Hotel, Limited Service				
Hotel, Select Service				
Boutique Hotel *See Specific PD Glossary of New or Modified Use Definitions.*	●			
Laundry, Commercial				
Laundry, Dry Cleaning Drop-Off/Pick-Up	●	●		
Laundromat	●	●		
Machine and Welding Shop				
Manufactured/Mobile Homes Sales (On Site)				
Manufacturing, Production, and Processing, Heavy				
Manufacturing, Production, and Processing, Light				
Sign Manufacturing				
Storage of Topsoil, Earth, Clay, Stone Extraction				
Warehouse, Self Storage				
Warehouse, Storage or Sales				
Wholesale Center				

Land Uses	Permitted by Right via PD	Permitted by Right within the LOR District	Requires Approval of a Specific Use Permit within PD	Requires Approval of a Specific Use Permit within LOR District
Automobile and Transportation Uses				
Auto Dealership (Inside Only) *See Specific PD Glossary of New or Modified Use Definitions.*	●			●
Auto Dealership, New and Used				●
Auto Dealership, Used Only				
Auto Repair and Services, Major				
Auto Repair and Services, Minor (No Outside Storage)				●
Auto Storage and Rental				
Boats, Campers, & Recreation Vehicle Sales				
Bus and Truck Storage and Rental				
Car Wash				
Car Wash, Inside Only				
Fuel Station, Standalone				●
Hauling Services				
Parking Lot				
Passenger Pick-Up and Drop-Off Point				●
Passenger Terminal				●
Truck Dealership				
Truck Repair				

Definitions for New or Modified Uses:

Research and Development Lab (Tech): A facility under 10,000 square feet that includes laboratories and experimental equipment for prototype design, engineering, and product testing.

Amusement Outdoor (Temporary): Any temporary outdoor amusement center where there may or may not be an admission charge, and which may include such activities as_ rides, entertainment, games, booths, food services and sales, and exhibitions. This use type will be limited to Subarea 1 on the site.

Banquet or Event Center: A building, facility, room, or portion thereof, that is rented, leased, or otherwise made available to any person or group for a private event function that is not open to the general public, regardless of whether a fee is charged. Includes reception facilities and wedding venues. Limited to 10,000 square feet.

Food truck park: An area designated for mobile vendors (e.g., food trucks) to park and sell food, beverages, and other retail items or services to patrons. This use type will be limited to Subareas 1, 2, and 3 on the site. The hours of operation for the designated food truck area will be 7 am-10 pm. Restrooms will be provided in buildings located in Subareas 1 and 2. All electrical, water, and wastewater connections shall be provided, and above ground utility connections shall not interfere with pedestrian or vehicular safety and shall not be located in customer service areas or customer parking lots. Detached signage for mobile vendors is allowed while within the property boundary. Waste receptacles will be provided on site.

Retail, Sundry: A retail store 10,000 square feet or under, also commonly referred to and promoted and advertised as a dime or dollar store, selling various miscellaneous small items that are usually of no large value and not important enough to be mentioned individually such as dry goods, toiletries, household supplies and perishable and nonperishable food. Only one such use is allowed in the PD area.

Seasonal Sales: Temporary outdoor retail operations (restricted to Subarea 1, 2, and 3) including but not limited to: (a) Farmer's markets; (6b) Seasonal sales of Christmas trees, pumpkins, firewood, or other seasonal items; or (c) Semi-annual sales of art or handcrafted items in conjuction with community festivals or art shows.

Tattoo or Piercing Studio: An establishment or facility under 3,000 square feet in which tattooing and/or body piercing is performed as defined by Chapter 146 of the Texas Health and Safety Code. This does not include the tattooing of permanent makeup. Only one such use is allowed in the PD area.

Boutique Hotel: Generally small, owner-operated businesses. Room numbers range from four (4) to twenty (20). Reservations may be made directly with the property. A boutique hotel offers a limited set of services, which typically include: a business center, meeting rooms, fitness room, laundry facility, and swimming pools. A boutique hotel might have a specialty restaurant, but only offer a limited menu and select days, or have small-scale meeting facilities and special events.

Auto Dealership (Inside Only): The display for sale of more than two motor vehicles or any type of trailer in an enclosed environment, and where repair or body work is incidental to the operation of the new or used vehicle sales. Motor vehicles sales includes motor vehicle retail or wholesale sales. Outside storage of motor vehicles for sale does not exist. Limited to 5,000 square feet and one use in the PD area.

Wheatland Duncanville LLC
544 E Wheatland Road
Duncanville, TX 75116
monte@optionsre.com

August 19, 2024

Mr. Nathan Warren
City of Duncanville
203 E Wheatland Rd
Duncanville, TX 75116
nathan.warren@duncanvilletx.gov

Re: Minor Amendment Request for Ordinance No. 2461 - Wheatland Plaza PD

Dear Mr. Warren,

We are submitting a minor amendment request for Ordinance No. 2461 regarding the Wheatland Plaza PD. This amendment is intended to clarify the original intent of the PD, ensuring consistency with its initially approved purpose and preventing any future confusion.

Attached, please find the completed application, property survey, and proposed amendments. These documents will also be sent via email for your records.

Please let us know if you have any questions.

Monte Anderson
Wheatland Duncanville LLC

Wheatland Plaza Planned Development – Ordinance 2461

Proposed Amended Ordinance Sections

August 19, 2024

The following ordinance amendments are proposed, with additional text in red:

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes provided for this Ordinance, Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with this Ordinance and the Site Plan, Exhibit B, which is attached hereto and incorporated herein, subject to the following additional development regulations:

C. Allowed uses within the PD shall include all uses allowed in the LOR zone, as well as all uses as follows:

(1) Residential

(a) Live-Work Unit

(b) Mixed-Use Development

(c) Multiple-Family Dwelling

(2) Educational, Institutional, Public and Special Uses

(a) Adult Day Services

(b) Art Gallery and Museum

c) Medical, Clinic or Office

d) Medical, Rehab Care (w/o Live-In)

e) Place of Worship

f) Radio or TV Broadcasting w/o Tower

g) Research and Development Lab (Tech)

h) School (Business/Trade/Vocational, College/University, Primary/Secondary Public and Private

(i) Child Care Facility, Daycare
(j) Community Center, Public
(k) Library
(l) Lodge or Civic Club

R. All non-residential buildings over 1,000 square feet in ground area shall have a flat roof and a 3-foot parapet wall to screen rooftop equipment. All equipment must be set back 5 feet minimum from the exterior roof boundary.

CC. All uses permitted under the existing use chart at the time this ordinance was adopted shall remain permissible for the duration of this Planned Development District. Any future uses added to the base zoning shall be permitted in the same manner as outlined in the base zoning. Suites within Wheatland Plaza that have been previously occupied by a use permitted under this ordinance shall continue to be eligible for occupancy under that same use. New occupancy-related conditions or requirements shall not apply to suites previously occupied or listed under the current use chart as of the adoption of this ordinance.

Exhibit C

(Updated to reflect 2 story nature of proposed housing throughout entire multi-family zone inside the dashed boundary)

Exhibit 2: Sub Area Diagram

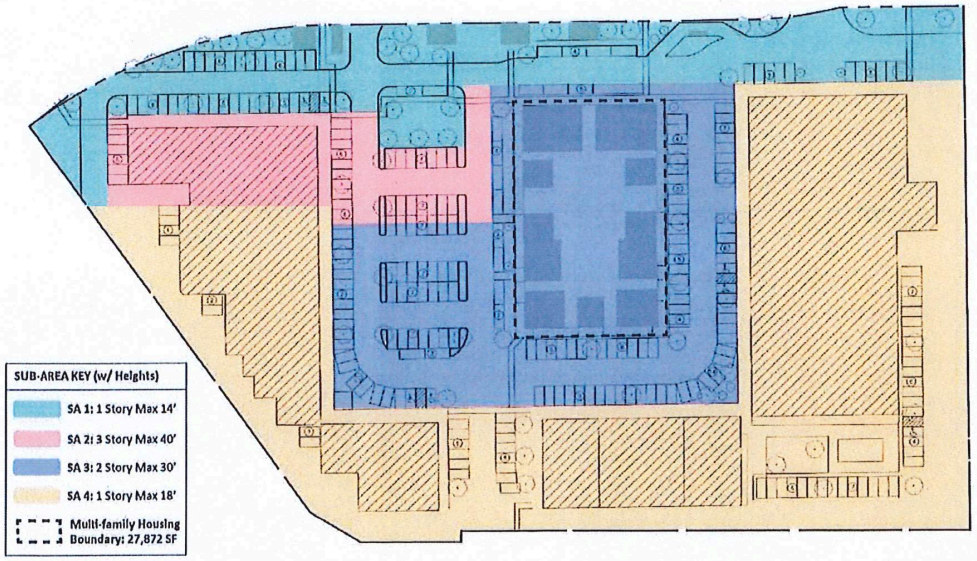
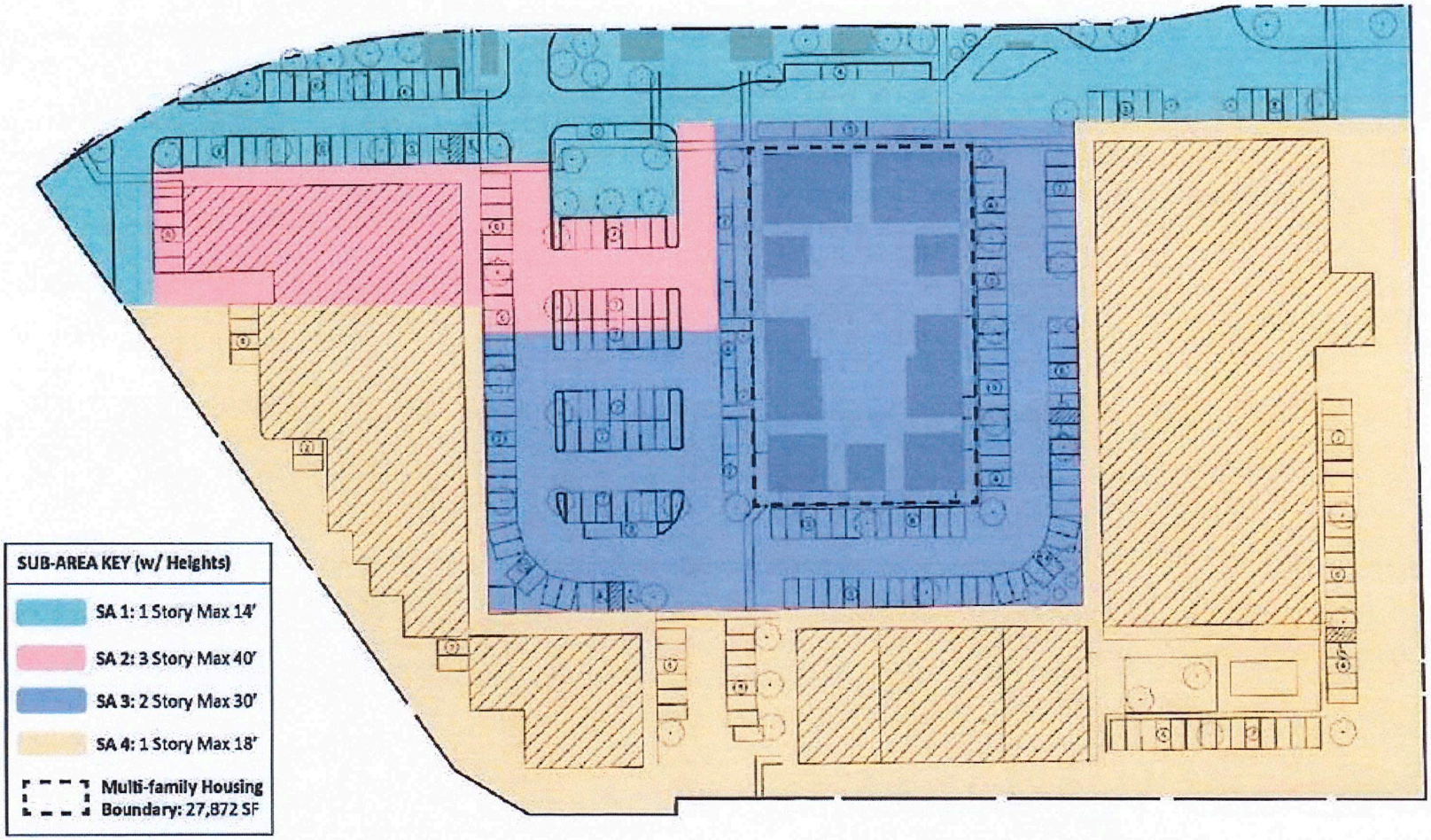


Exhibit C

(Updated to reflect 2 story nature of proposed housing throughout entire multi-family zone inside the dashed boundary)

Exhibit 2: Sub Area Diagram



ORDINANCE NO. 2461

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY CHANGING THE EXISTING ZONING FROM LOCAL OFFICE/RETAIL "LOR" DISTRICT ZONING TO A PLANNED DEVELOPMENT "PD" ON APPROXIMATELY 7.5+/- ACRES OF REAL PROPERTY WHEATLAND PLAZA SHOPPING CENTER, BLOCK 1, LOT A & ABANDONED ALLEY, MORE COMMONLY KNOWN AS 402 EAST WHEATLAND ROAD, DUNCANVILLE, DALLAS COUNTY, TEXAS, AS DESCRIBED AND DEPICTED ON EXHIBITS "A" AND "A-1" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE SITE PLAN WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B"; PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING A LANDSCAPE PLAN, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "C;" PROVIDING FOR SUB-AREA DEVELOPMENT ZONES FOR HEIGHTS AS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "D"; 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 by changing the zoning from Local Office/Retail "LOR" District to a Planned Development "PD" District on approximately 7.5 +/- acres of real property at Wheatland Plaza Shopping Center, being Block 1, Lot A & Abandoned Alley, more commonly known as 402 East Wheatland Road, Duncanville, Dallas County, Texas, as described and depicted in Exhibits A and A-1.

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes provided for this Ordinance, Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and in conformance with this Ordinance and the Site Plan, Exhibit B, which is attached hereto and incorporated herein, subject to the following additional development regulations:

A. Property shall be developed in accordance with the Site Plan and as set forth in Exhibit B and as provided in Sub Area Height Plan, which is attached hereto and incorporated as Exhibit C, as incorporated herein, into the ordinance.

B. Property shall meet all city, state, and federal regulations for building, fire, and accessibility codes, statutes, and regulations.

C. Allowed uses within the PD are as follows:

(1) Residential
- (a) Live-Work Unit
- (b) Mixed-Use Development
- (c) Multiple-Family Dwelling

(2) Educational, Institutional, Public and Special Uses
- (a) Adult Day Services
- (b) Art Gallery and Museum
- (c) Medical, Clinic or Office
- (d) Medical, Rehab Care (w/o Live-In)
- (e) Place of Worship
- (f) Radio or TV Broadcasting w/o Tower
- (g) Research and Development Lab (Tech)
- (h) School (Business/Trade/Vocational, College/University, Primary/Secondary Public and Private

(3) Recreational and Entertainment Uses
- (a) Amusement, Indoor
- (b) Amusement, Outdoor (Temporary)
- (c) Theater, Indoor Only
- (d) Theater, Performing Arts

(4) Retail and Service Uses
- (a) Art Instruction Studio
- (b) Art Studio
- (c) Bar (>75% Alcohol Sales)
- (d) Financial Institution
- (e) Food Truck Park
- (f) Grocery, Local Scale
- (g) Grocery, Neighborhood Scale
- (h) Gym and Fitness Facilities
- (i) Nursery, Retail
- (j) Personal Care Service Shop
- (k) Postal Mart
- (l) Professional Office, Local Scale

(m) Restaurant, Limited Seating
(n) Restaurant, Seated Service
(o) Retail, Convenience Store
(p) Convenience Store w/ Restaurant
(q) Retail, Local Scale
(r) Retail, Neighborhood Scale
(s) Retail, Sundry
(t) Seasonal Sales

(u) Tattoo or Piercing Studio
(v) Alcohol Production and Tasting/Tap Room, Micro w/ Food Sales
(w) Boutique Hotel
(x) Laundry, Dry Cleaning Drop-Off/Pick-Up
(y) Laundromat

(5) Automobile and Transportation Uses
(a) Auto Dealership (Inside Only)

D. Uses that require an additional approved site plan and special conditions:

(1) Recreational and Entertainment Uses shall be approved by Planning and Zoning Commission and City Council and shall contain additional regulations to ensure compatibility with the uses set forth herein and adjacent neighborhood.
(a) Banquet or Event Center

E. Specific PD Glossary of New or Modified Use Definitions:

(1) Research and Development Lab (Tech): A facility under 10,000 square feet that includes laboratories and experimental equipment for prototype design, engineering, and product testing.

(2) Amusement Outdoor (Temporary): Any temporary outdoor amusement center where there may or may not be an admission charge, and which may include such activities as rides, entertainment, games, booths, food services and sales, and exhibitions. This use type will be limited to Subarea 1 on the site.

(3) Banquet or Event Center: A building, facility, room, or portion thereof, that is rented, leased, or otherwise made available to any person or group for a private event function that is not open to the general public, regardless of whether a fee is charged. Includes reception facilities and wedding venues. Limited to 10,000 square feet.

(4) Food truck park: An area designated for mobile vendors (e.g., food trucks) to park and sell food, beverages, and other retail items or services to patrons. This use type will be limited to Subareas 1, 2,

and 3 on the site. The hours of operation for the designated food truck area will be 7 am-10 pm. Restrooms will be provided in buildings located in Subareas 1 and 2. All electrical, water, and wastewater connections shall be provided, and above ground utility connections shall not interfere with pedestrian or vehicular safety and shall not be located in customer service areas or customer parking lots. Detached signage for mobile vendors is allowed while within the property boundary. Waste receptacles will be provided on site.

(5) Retail, Sundry: A retail store 10,000 square feet or under, also commonly referred to and promoted and advertised as a dime or dollar store, selling various miscellaneous small items that are usually of no large value and not important enough to be mentioned individually such as dry goods, toiletries, household supplies and perishable and nonperishable food. Only one such use is allowed in the PD area.

(6) Seasonal Sales: Temporary outdoor retail operations (restricted to Subarea 1, 2, and 3) including but not limited to:
   (a) Farmer's markets;
   (b) Seasonal sales of Christmas trees, pumpkins, firewood, or other seasonal items; or
   (c) Semi-annual sales of art or handcrafted items in conjunction with community festivals or art shows.

(6) Tattoo or Piercing Studio: An establishment or facility under 3,000 square feet in which tattooing and/or body piercing is performed as defined by Chapter 146 of the Texas Health and Safety Code. This does not include the tattooing of permanent makeup. Only one such use is allowed in the PD area.

(7) Boutique Hotel: Generally small, owner-operated businesses. Room numbers range from four (4) to twenty (20). Reservations may be made directly with the property. A boutique hotel offers a limited set of services, which typically include: a business center, meeting rooms, fitness room, laundry facility, and swimming pools. A boutique hotel might have a specialty restaurant, but only offer a limited menu and select days, or have small-scale meeting facilities and special events.

(8) Auto Dealership (Inside Only): The display for sale of more than two motor vehicles or any type of trailer in an enclosed environment, and where repair or body work is incidental to the operation of the new or used vehicle sales. Motor vehicles sales includes motor vehicle retail or wholesale sales. Outside storage of motor vehicles for sale does not exist. Limited to 5,000 square feet and one use in the PD area.

F. A 0 – 10-foot building setback shall be allowed in place of the required 25-foot side setback.

G. A 15-foot minimum side setback shall be allowed in place of the required 25-foot side setback.

H. A 20-foot minimum rear setback shall be allowed in place of the required 25-foot rear setback.

I. The minimum/maximum rules dictating lot size shall be removed for any future subdivision within the district.

J. A maximum height of two (2) stories will be allowed within 25 feet of single-family residential structures.

K. Subareas, as shown in Exhibit "C", will dictate the height of buildings within the "property" as follows: a maximum height of one story in Subarea 1; a maximum height of three stories within Subarea 2 with an additional fourth floor allowed for roof access structures, roof terraces, and stairwells for up to 5% of the residential ground floor area; a maximum height of two stories in Subarea 3; and a maximum height of one story in Subarea 4.

L. Up to 45% maximum lot coverage will be allowed to incorporate the proposed housing and new commercial development.

M. The "property" will be exempt from building articulation requirements set forth in the Comprehensive Zoning Ordinance.

N. Additional residential design standards shall include:
   (1) The ground floor level shall be a minimum of 10 feet tall in Subarea 2.
   (2) Buildings in Subarea 2 shall have a minimum of 15% window glass on external facing facades.
   (3) Buildings in Subarea 3 shall have a minimum of 10% window glass on external facing facades.
   (4) Buildings in Subareas 2 and 3 should have an articulated porch, balcony, or significant entry feature along a total of 50% of the linear length of a façade, with said feature at any story contributing towards the percentage.

O. Commercial design standards shall allow main entrances of building sites to be located on any side of the building provided they follow the aesthetic design requirements for front entrances including features such as signage, an overhang, appropriate lighting, and other security features.

TM 134066

P. Collection of garbage, recycling and other waste will be allowed to take place outside of the rear of the building. The applicant proposes to designate waste collection zones. Waste collection zones will be approved by the City Planner. Such zones will follow current screening and buffering requirements.

Q. Dumpsters behind existing buildings on the property will be exempt from screening requirements.

R. All buildings over 1,000 square feet in ground area shall have a flat roof and a 3-foot parapet wall to screen rooftop equipment. All equipment must be set back 5 feet minimum from the exterior roof boundary.

S. Permeable surfaces shall be allowed to be used in required parking space areas.

T. Required parking shall be allowed to be blocked during approved community events, except parking in high traffic areas or emergency uses. During phases of new construction, temporary no parking signs will be posted 5 to 10 feet around the perimeter of the construction site. Fire lanes will remain clear at all times.

U. The shared parking agreement establishes the ability to balance peak parking demand through a time-of-day shift (daytime, evening and overnight). Based on projection of expected tenants at the time of adoption, the number of required parking spaces allows a flexible mixture up to a threshold of 288 spaces (day/evening) before needing to revisit the shared parking plan. Certificate of Occupancies for individual suites can be issued through a simple update of the PD totals based on the designation of time-of-day peak use. All residential and hotel uses are assumed to be peak overnight uses and therefore do not functionally contribute to the peak daytime/evening total. The total number of parking spaces required is calculated per suite exactly to two decimal places and rounded up to the nearest whole number at the final total of the entire PD.

V. As it relates to all uses specifically allowed in the PD, the shared parking agreement parking requirements between the owners and occupants of the uses set forth in this subsection shall be as follows: all medical, clinic or medical office uses will be 1 space per 400 sf; all retail, service or general office space uses of all scales and categories will be 1 space per 400 sf; all restaurant limited seating or alcohol production/tap rooms will be 1 space per 400 sf; all restaurant seated service will be 1 space per 200 sf; tattoo or piercing studio will be 1 space per 400 sf; banquet or event center will be 1 space per 20 non fixed seats and boutique hotel will be 1 space per guest room. For purposes of calculating parking

space requirements for residential structures, 1 parking space is required for studio or 1-bedroom units and 1.5 spaces for 2-bedroom units. All suites will be required to have only the parking required based on the ratio of spaces per square foot and no additional use-specific requirements.

W. A variable width buffer shall be allowed along the northern property line and into the underutilized right-of-way along Wheatland Road. On-street parking shall be implemented along the underutilized travel lane closest to the curb as shown in Exhibit "C".

X. The required minimum landscaped lot area shall be reduced to 5% of the lot area, excluding additional parking landscape requirements.

Y. Irrigation shall be added throughout the property and shall utilize natural rainwater as an additional backup irrigation source. Rainwater catchment areas shall be included within the required landscaped areas and shall not require additional screening.

Z. The PD will apply to all parcels as defined in the legal description and any future parcels that are derived from within the current parcels. Any future derived parcels will calculate their parking requirements, open space, lot coverage, landscaping, and any other area-based requirements as a part of the total of the entire PD and shared parking arrangement, not treated as a separate site with separate totals. Parcel splits or divisions will be handled administratively where allowed by law.

AA. Up to twenty (20) percent of the ground floor within the Multi-family Housing Boundary as provided in Exhibit "C" can be utilized as Retail and/or Office.

BB. That Landscaping and green space plan shall be filed and approved administratively in accordance with the Exhibit "D" and the provisions of this ordinance.

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.

TM 134066

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of December 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Janie Willman, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

TM 134066

Development Services
Planning Divsion
City Hall Annex - 103 E. Wheatland Rd., Duncanville, TX 75116
P.O. Box 380280, Duncanville, TX 75137
972-780-5057, 972-707-3878
planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

ZONING APPLICATION

CONTACT INFORMATION (REQUIRED)

Applicant/ Agent MONTE ANDERSON **Contact:**

☐ **Engineer** ☐ **Architect** ☐ **Surveyor** ☑ **Owner** ☐ **Other**

Applicant/Agent Address: 544 E Wheatland **City:** DUNCANVILLE **State:** TX **Zip:** 75116

Agent Email: MONTE@OPTIONSRE.com **Telephone:** 214-546-1200 **(Fax)** —

Property Owner: WHEATLAND DUNCANVILLE LLC Contact: MONTE ANDERSON

Owner Address 111 E DAVIS STE 101 City: DUNCANVILLE State: TX Zip: 75116

Owner Email: monte@optionsre.com Telephone: 972-283-1111 (Fax) —

PROPERTY INFORMATION (REQUIRED)

Property Address: 402 E WHEATLAND ROAD

Legal Description of Property: Block 1 Lot A & Abandoned Alley, Acres 7.502

Lot No. A Block No. 1 Acreage: 7.502 Existing Zoning District: PD-2461

REQUEST TYPE (REQUIRED)

☐ Specific Use Permit - Commercial
For

☐ Specific Use Permit - Residential
For

☐ Change in Zoning
From To

☐ Planned Development (PD)
☑ Amend PD Approval
☐ Development Plan Approval
☐ Conceptual Plan Approval
☐ Alternative Compliance Request
☐ Text Amendment

SUBMITTAL DOCUMENTS (REQUIRED)

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

☑ Completed application **(The application fee will be accepted after staff has reviewed the application for completeness. Staff will contact you after review of your application.)**

☑ Property survey, or site plan or electronic copy of the metes and bounds legal description Microsoft word format or plat

☑ Written description of request (associated variance requests require justification), business statement or business plan with detailed description of proposed operation

☑ Electronic copies of all submittals via email

Completed applications may be emailed to planningandzoning@duncanvilletx.gov.

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Rev. - 01.2024

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application be deemed incomplete.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration.

I understand the requirements of the zoning classifications as stated in the City of Duncanville Zoning Ordinance related to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, and morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

I have read and understand this application and certify that all information and attachments are true and correct. I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the request described. Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the City Planning and Zoning Commission and City Council.

[signature] August 19, 2024

Signature of Current Property Owner — Date

Notarization

BEFORE ME, Yolanda Perry, on this day personally appeared Monte Anderson, known to or proved to me on the oath of _____ or through Drivers License (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of August, 2024

(Seal)

YOLANDA PERRY
Notary Public
State of Texas
ID # 12547387-9
My Comm. Expires 11-08-2025

Yolanda Perry
Notary Public in and for the State of Texas
My Commission Expires: 11/08/25

Development Plan Submittal includes the following:

- ☐ ☐ Site plan
- ☐ ☐ Building Elevations
- ☐ ☐ Landscape plan
- ☐ ☐ Floor Plans
- ☐ ☐ Other _____

Amendment of Planned Development

All items below are required.

YES	N/A	
☑	☐	Written Letter with Detailed Description of proposed operation including list of proposed changes.
☐	☐	Revised Development Plan

Development Plan

All items below are required.

YES	N/A	
☐	☐	Proposed PD Conditions
☐	☐	Site plan
☐	☐	Building Elevations
☐	☐	Landscape Plan
☐	☐	Floor Plans
☐	☐	Other _____

Change of Zoning

All items below are required.

☐ ☐ Written Detailed Description of request including how the request considers the following factors:

- Whether the proposed change of zoning change implements the policies of the adopted Comprehensive Plan
- Whether the uses allowed by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole;
- Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- The amount of and development absorption (or redevelopment) rate of vacant or underutilized land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstance which may make a substantial part of such vacant land unavailable for development;
- How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved, and whether such designation for other areas should be modified also; and any other factors which substantially affect the public health, safety, morals, or general welfare.

REQUIRED

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STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Authorization of a grant in the amount of $9,000 to the Fire Department for the City's Insurance Service Office (ISO) Rating Review

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

STAFF RESPONSIBLE:
Victor Barerra, Economic Development Director

BACKGROUND/HISTORY:
To be business-friendly and encourage investment and reinvestment in the City's building stock, the Fire Department would like to hire a consultant to assist the City in improving the City's Insurance Service Office (ISO) rating. The improvement in the rating will result in lower property insurance premiums for property owners. The City currently has a Class 2 rating. Class 1 is the best rating on a scale of 1 to 10. The last time the City was rated was back in 2008. The City, at the time, scored 83.78. To receive a Class 1 rating, it is necessary to score 90 or better.

The total cost to hire a consultant to help improve the City's rating is $18,000. The Fire Department has $9,000 allocated in its budget, but it is short and is seeking the Board's support on balance to proceed with this endeavor. The consultant is expected to evaluate the following areas to improve the score.

• Receiving and handling 911 fire calls at the Southwest Regional Communication Center
• Water supply in the City.
• Fire Department Stations and Equipment

• Staff training

POLICY EXPLANATION:
Approving a community's ISO rating from Class 2 to Class 1 for commercial businesses is estimated to reduce insurance premiums by approximately 2%. The estimated savings for residential properties on insurance premiums are approximately 1%. This potential savings is significant, hence why many communications actively work on improving their rating.

The DCEDC's participation in improving the City's ISO rating is in line with the Board's goals and objectives of encouraging, promoting, and fostering investment and reinvestment in the community's building stock. Such an investment could increase property value, thus providing more property tax revenue for the City. The consultant has worked with ISO for over 30 years and is a registered Civil Engineer. Numerous cities have hired the consultant to assist them in improving their ISO rating.

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget	**Purchase Amount**	**After Encumber**
$1,644,167.82	$9,000.00	$1,635,167.82

ACTION ALTERNATIVES:
1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-390 - Approval to reward grant in the amount of $9,000 to the Fire Department for the City_s Insurance Service Office (ISO) Rating Review
FIre Department ISO Rating Grant Application

RESOLUTION NO. 2024-390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) FOR A CONTRACT TO MR. MIKE PIETSCH TO ASSIST THE CITY TO IMPROVE ITS INSURANCE SERVICES OFFICE (ISO) RATING IN THE AMOUNT OF $9,000.00 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Duncanville has requested a Grant in an amount up to Nine Thousand Dollars and Zero Cents ($9,000.00) for a contract with Mike Pietsch to assist the City to Improve its Insurance Services Office (ISO) rating; and

WHEREAS, the DCEDC Board of Directors has found and determined that improving the City's insurance services office rating will further the public interest and welfare and 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 attract additional jobs, and is necessary to promote or develop new business enterprises;

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed Nine Thousand Dollars and Zero Cents ($9,000.00) for a contract with Mike Pietsch to assist the City to improve its Insurance Services Office (ISO) rating.

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

SECTION 1. That the City Council of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation for a grant in an amount not to exceed Nine Thousand Dollars and Zero Cents ($9,000.00) for a contract with Mike Pietsch to assist the City to improve its Insurance Services Office (ISO) rating.

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. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

From: Chris Connealy
To: Victor Barrera
Subject: DCEDC Incentives & Grants Assistance Application for consideration at the November 25th meeting
Date: Tuesday, November 19, 2024 10:02:04 AM

Victor,

Please see the application below for consideration of the DCEDC at the November 25th meeting. Let me know if you need anything else.

DCEDC Incentives & Grants Assistance Application

Property Owner: City of Duncanville Fire Department – Fire Chief Chris Connealy

Mailing Address: 1530 S. Main, Duncanville, TX 75138

Phone: 512-961-2999

Email: chris.connealy@duncanvilletx.gov

Project Representative: Same as Above

Project Description: Hire a consultant with expertise in evaluating cities to improve their Insurance Services Office (ISO) rating to reduce property insurance rates for all commercial and residential properties within the city limits of Duncanville. Efforts to improve the ISO rating is a widely known approach to reduce overall property insurance rates for commercial and residential property owners. Efforts to reduce overall property insurance rates for commercial properties is widely utilized by Community Economic Development Corporations. Currently, the City of Duncanville is an ISO Class 2 on a rating scale of 1 to 10, with a Class 1 being the best rating. The City of Duncanville was last rated in April 2008 and had a score of 83.78. It takes a score of 90 or better to achieve a Class 1 rating.

The cost of the ISO consultant to do a review of the City is $18,000. The Fire Department has $9,000 to contribute to the consultant fee and I am seeking an additional $9,000 from the DCEDC. The ISO consultant will evaluate the following areas that are scored by ISO:

- Receiving and handling 911 fire calls at the Southwest Regional Communications Center
- Water supply in the City
- Fire Department Stations and Equipment

Training

The savings of improving the ISO rating from the present Class 2 to a Class 1 for commercial businesses on their property insurance premiums is approximately 2%. The savings for residential homeowners on their property insurance premiums is approximately 1%. The aggregate cost savings impacted by reducing property insurance premiums for commercial and residential properties is significant and why cities across Texas and throughout the United States work to improve their ISO rating.

I am respectfully requesting the DCEDC to approve $9,000 towards bringing in a consultant to identify what needs to be done to improve the ISO rating of the City of Duncanville. I have worked with this ISO consultant in Houston and Cedar Park and both cities were successful in ultimately achieving an ISO Class 1 rating. This consultant worked with ISO for over 30 years and is also a Texas registered Civil Engineer. It requires a Civil Engineer to evaluate the water supply information that comprises 38% of the rating review by ISO. This consultant is utilized by numerous cities in Texas.

I look forward to meeting with the DCEDC on November 25th to answer any additional questions.

Respectfully,

Chris Connealy
Fire Chief

Duncanville Fire Department
1530 S. Main St.
Duncanville, TX 75137
(972) 780.4920 (Ofc)
(512) 961-2999 (Cell)
chris.connealy@duncanvilletx.gov
https://www.duncanvilletx.gov/

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STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Approval of $11,390.00 Beautification Grant for Banner Replacement Project

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor Barerra, Economic Development Director

BACKGROUND/HISTORY:
The new banner replacement project seeks to change out the worn and tattered seasonal banners historically installed on 25 street light poles along the city's thoroughfare, with durable banners that contain new, vibrant designs.

The project's banner designs consist of the city's branding as the City of Champions, highlighting the Keep Duncanville Beautiful program, a holiday design and a Hometown Heroes program.

POLICY EXPLANATION:
Thoughtfully designed and strategically placed banners will enhance the visual identity of the city and contribute to a more vibrant, welcoming environment to visitors and residents alike.

Highlighting holidays, events, or cultural programs help to increase tourism and associated economic activity. The banners can attract more foot traffic to businesses along the thoroughfare.

Bringing a fresh, modern look to the area reflects the city's commitment to ongoing beautification.

In addition to the enhanced appeal the new annual banners will bring, the Hometown Heroes program honors local heroes and promotes civic engagement. This can help invoke pride in residents, fostering a more engaged community.

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget	Purchase Amount	After Encumber
$1,660,517.82	$11,390.00	$1,649,127.82

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2024-388 - Approval of Beautification Grant for Banner Replacement Project
DCEDC Application and DCEDC - Banners
Hometown Champions Banner Program Briefing Presentation

RESOLUTION NO. 2024-388

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AGREEMENT WITH THE CITY OF DUNCANVILLE PARKS AND RECREATION DEPARTMENT FOR A BEAUTIFICATION GRANT FOR BANNERS FOR THE CITY OF DUNCANVILLE DOWNTOWN CORRIDOR IN THE AMOUNT UP TO $11,390.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Duncanville Parks and Recreation Department has requested a Beautification Grant for banners for the City of Duncanville Downtown Corridor in an amount up to Eleven Thousand Three Hundred Ninety Dollars and Zero Cents ($11,390.00); and,

WHEREAS, the Duncanville Community and Economic Development Corporation ("DCEDC") Board of Directors has found and determined that the beautification grant will further the public interest and welfare and 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 attract additional jobs, and is necessary to promote or develop new business enterprises;

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

SECTION 1. The City Council hereby approves the grant of the DCEDC to the City of Duncanville for a grant of sales tax funds for a beautification grant for the Parks and Recreation Department to use for banners in the City of Duncanville Downtown Corridor in the amount of up to Eleven Thousand Three Hundred Ninety Dollars and Zero Cents ($11,390.00), as approved by the Director of Economic Development and approved by the Board's legal counsel;

SECTION 2. The City Manager is hereby authorized to execute all necessary documentation to effectuate the grant.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

CITY OF DUNCANVILLE
POLICY STATEMENT AND GUIDELINES
FOR
ECONOMIC DEVELOPMENT GRANTS
AND TAX ABATEMENTS

I. GENERAL PURPOSE AND OBJECTIVES

The City of Duncanville is committed to the promotion and retention of sustainable high-quality development in all parts of the City; Insofar as these objectives are generally served bythe enhancement and expansion of the local economy, the City of Duncanville will give consideration to providing grants and tax abatements as an incentive for economic development in Duncanville. It is the policy of the City ofDuncanville that said consideration will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that neither the City of Duncanville nor the Duncanville Community and Economic Development Corporation (DCEDC) is under any obligation to provide a grant or tax abatement to any applicant. All applicants shall be considered on a case-by-case basis. **The Duncanville City Council has final approval of all incentive agreements.**

II. DEFINITIONS

A. **"**Abatement" means the full or partial exemption of ad valorem taxes for eligible properties in a reinvestment zone designated as such for economic development purposes.

B. "Agreement" means a contractual agreement between a property owner and a taxing jurisdiction for the purpose of tax abatement.

C. "Base Year Value" means the assessed value of the applicant's property located in a designated reinvestment zone, on January 1 of the agreement year, plus the agreed upon value of property improvements made after January 1, but before execution of the agreement.

D. "Economic Life" means the number of years a property improvement is expected to be in service in a facility.

E. "Expansion" means the addition of buildings, structures, fixed machinery, or equipment to be in service in a facility.

F. "Facility" means property improvements completed or in the process of construction, which together comprise an integral whole.

G. “Modernization” means the replacement and upgrading of existing facilities, which increases the productive input or output, updates the technology, or substantially lowers the unit cost of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It shall not be for the purpose of reconditioning, repairing, refurbishing, or completion of deferred maintenance.

H. “New facility” means a property previously undeveloped that is placed into service by means other than expansion or modernization.

I. “Reinvestment Zone” is an area designated as such for the purpose of tax abatement as authorized by Texas Property Tax Code (V.T.C.A. TX ‘312.001 et seq).

J. “Full Time Job” means employment is presumed to be at least 35 hours per week.

K. “Cash Grant” is money given through a contractual performance or 380 agreement from the DCEDC or City to new, expanding, and relocating companies, which are planning to make a new investment in Duncanville.

L. “Incentive” is any payment or concession used to stimulate business expansion, modernization, redevelopment, or attraction of new businesses.

M. “Sales and Use Tax” means the City’s 1.5% and the DCEDC’s 0.5% sales and use tax.

N. “Sales Tax Receipts’’ means the City’s and DCEDC’s receipts from the State of Texas from the collection of sales and use tax by Duncanville businesses.

O. “Capital Cost” means fixed, one-time expenses incurred on the purchase of land, buildings, construction, and equipment used in the production of goods or in the rendering of services.

IIII. AUTHORIZATION

Any request for a grant or tax abatement shall be reviewed and approved by the City Council. Duncanville Community and Economic Development Corporation (DCEDC) will make recommendations to the City Council when appropriate as set forth in the following document.

IV. EVALUATION CRITERIA

DCEDC's recommendations and the City Council's approval shall be based upon, but not limited to, an evaluation of the following criteria.

Employment Impact

Projects should have a positive impact on the labor shed of Duncanville and provide opportunities for gainful employment.

- How many jobs will be brought to Duncanville?
- What types of jobs will be created?
- What will the total annual payroll be?
- What will be the average salaries of the employees and management?

Fiscal Impact

Projects should have a positive impact on the tax base of Duncanville by enhancing the potential property values, sales tax, and other tax opportunities of the city.

- How much real and personal property value will be added to the tax rolls?
- How much direct sales tax and hotel occupancy tax will be generated?
- How will this project affect existing businesses and/or office facilities?
- What infrastructure construction would be required?
- What is the total annual operating budget of the facility?

Community Impact

Projects should be considerate of the Duncanville community and work to accommodate and enhance the community vision by conforming with strategic and comprehensive plans and meet community vision and expectations.

- What effect will the project have on the local housing market?
- What environmental impact, if any, will be created by the project?
- How compatible is the project with the City's comprehensive plan?
- How compatible is the project with the Main Street Vision?
- Does the project follow sustainable development principles?

Additional Impact

- What funds are available to the DCEDC for the current year as well as future years?
- Does the project support the mission of the DCEDC?
- What other future projects are being proposed?

General Participation Requirements

1. Applicant's buildings must be subject to property taxes.

2. Applications must be submitted and received by the DCEDC or City Staff before the project is started.

3. All applicants must make a goodwill effort to provide three bids for work they are requesting incentive or grant assistance for. A goodwill effort must also be made to procure bids locally from a Duncanville business.

4. The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board.

5. All projects must comply with all local ordinances and state and federal laws.

6. All applications must include rendering, swatches, and/or samples.

V. INCENTIVE AND GRANT OVERVIEW

The design of a total incentive package is intended to allow maximum flexibility in addressing the unique aspects of each applicant while enabling the City to better respond to the changing demands and needs of the community. The City and the DCEDC will consider providing any type of economic development incentives not prohibited by state or federal law.

VI. TYPES OF INCENTIVES

The City Council and/or DCEDC may consider criteria other than that set forth in these guidelines, including but not limited to, such matters as the relative degree to which the project/applicant furthers the goals and objectives of the community or meets or compliments a special need identified by the City or the DCEDC.

A. Chapter 380 Agreements

Chapter 380 of the Local Government Code authorizes municipalities to offer incentives designed to promote economic development such as commercial and retail projects. Specifically, it provides for offering loans and grants of city funds or services at little or no cost to promote state and local economic development and to stimulate business and commercial activity.

B. Type B Economic Development Corporation

Texas Type B Economic Development Corporations are permitted to use sales

tax dollars for any project under Type A rules as well. Qualified expenditures include, but are not limited to, funding for land, buildings, equipment, facilities, expenditures, targeted infrastructure improvements. Sports and athletic facilities, tourism, entertainment, convention, parks, retail, and restaurants are also included.

C. Tax Abatements

Tax abatements will be available for both new facilities and structures and for expansion or modernization of existing facilities and structures.

D. Sales Tax Grants

For new Duncanville businesses or business expansions, the City and/or the DCEDC may contract with an applicant to provide an economic development incentive consisting of annual grants based on a percentage of the sales and use tax receipts received by the City and the DCEDC from the sale of taxable items. The City is authorized by Section 380.001, Local Government Code to provide such grants. The DCEDC is authorized by the Development Corporation Act to provide such grants.

The applicant by contract will be required to provide a sales tax certificate setting forth the applicant's collection of sales and use tax for the sale of taxable items at the applicant's Duncanville business for the previous ending twelve calendar month period, together with such supporting documentation as required by the City and the DCEDC.

The DCEDC will make a recommendation for a sales tax grant to City Council. The City Council will have final approval of the grant.

Sales tax grants are for a maximum period of ten (10) years in an amount equal to a percentage of the received applicant's Duncanville sales tax receipts. Sales tax grants are paid in annual installments within ninety (90) days after the end of each twelve-calendar month period following the issuance of the certificate of occupancy for the facility, or other commencement date if no certificate of occupancy is required.

E. Cost Participation in Infrastructure and Waiver of Development Fees

The City and/or the DCEDC may, by contract, agree to participate in the cost of the extension, construction, or reconstruction of public infrastructure necessary for the development of a project. In addition, the City may approve the waiver of permit and development fees. Grants will be screened by the incentive application submitted and a return on investment analysis.

F. Economic Development Cash Grants

The City and/or the DCEDC may, by contract, make available cash grants to new, expanding, and relocating companies which are planning to make a new investment in Duncanville. Grants will be screened by the incentive application submitted and a return on investment analysis. These grants may be used for facility renovation, site preparation, engineering studies, or any other use needed by a new, expanding or relocating business.

G. Business Retention and Expansion Cash Grants

The City and/or DCEDC may offer two-hundred-and-fifty-thousand dollars ($250,000) maximum each Fiscal Year in Business Retention and Expansion Cash Grants. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

H. Freeport Exemption Incentive

The City of Duncanville has not adopted the Freeport Exemption as provided by the Texas Constitution, Article VIII, Section 1-j and section 11.251 of the Tax Code. The City instead adopted a model form of the agreement. The City may grant a new business that relocates to the City of Duncanville an equivalent of the Freeport Exemption for its property if the business receives a Freeport Exemption from Dallas County and/or the Duncanville Independent School District. Under the form model, the City contracts with the applicant to provide an annual grant in the amount equal to the ad valorem taxes that the recipient would have received if the City had adopted the Freeport Exemption for the tax year. The City may condition the incentive upon the creation of employment, construction of improvements, certain development, continued operations for a stated period, or other public considerations.

I. Design Incentive Program

The Design Incentive Program consists of five different grants including paint, signage, landscaping, façade, and pavement.

- Paint Grants

  The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.The following details outline the grant specifics.

1. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
2. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
3. New construction projects are not eligible.
4. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

- Signage Grant

  Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.

  1. Eligible costs include: Sign, labor costs, sign permit fee.

- Landscape Grants

  Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.

  1. Eligible costs include: Materials, labor costs, permit/tap fees.
  2. Plants must be perennials.
  3. Drought tolerant and/or Texas native plants are encouraged.
  4. Properties can only qualify every five (5) years for a landscaping grantunless special circumstances arise.

- Façade and Architectural Improvement Grants

  The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance the façade and beautifies the building and surrounding area.

- Pavement Grants

  The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion

and investment.

J. Commercial and Residential Demo, Redevelopment, and Reuse Program

The Commercial and Residential Demo, Redevelopment, and Reuse Program encourages redevelopment of distressed commercial and residential properties by providing financial resources to property owners to demo, redevelopment, or reuse existing structures and replace them with a higher quality and higher economically sustainable valued projects. The program also aims to bring non-conforming properties up to code compliance. To qualify for either of these grants, a building owner or homeowner must meet the general participation program requirements as well as the individual grant requirements. The DCEDC will evaluate each commercial application and make recommendations to the City Council. The City Manager or designee will evaluate each residential application and make recommendations to the City Council. The City Council will make the final approval on all grants. Applications will be reviewed and considered contingent on the availability of funds and approval at the discretion of the DCEDC and City Council.

Commercial and Residential Demo, Redevelopment, and Reuse Program Requirements

1. Applicant's buildings, single-family, and multi-family homes must be subject to property taxes and applicant must be current on all taxes.

2. All incentive recipients will be required to enter into an agreement to participate in the program.

3. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercialstructure and build back a structure of greater value at the same location.

4. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value

5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.

6. All projects must comply with all local ordinances and state and federal

laws.

7. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse

8. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the demolition incentive.

9. All City Ordinances and State Laws must be followed to be eligible for the reimbursement grant during the construction process or funds will be forfeited and clawbacked.

10. For single-family grants, developers and builders must transfer ownership an individual that will occupy the single-family home within two years of project completion or forfeit the grant and the city may clawback any dispersed funds.

VII. APPLICATIONS MUST BE SUBMITTED BEFORE WORK COMMENCES FOR INCENTIVES TO BE ISSUED.

VIII. APPLICATION PROCEDURE

Any person, organization, or corporation desiring the City or DCEDC consider providing tax abatements or other incentives to encourage location or expansion of operations within the city limits of Duncanville shall be required to comply with the following procedural guidelines.

Preliminary Application Steps

1. Applicant shall complete the attached "Economic Development Incentive Application."

2. Applicant shall answer all application questions and provide additional information in a letter format.

3. Applicant shall prepare a plat showing the precise location of the property, all roadways within five-hundred (500) feet of this site, and all existing land uses and zoning within five-hundred (500) feet of the site.

4. If the property is described by metes and bounds, a complete legal description must be provided.

5. Applicant must complete the entire application and submit it to the attention of the Duncanville Community and Economic Development Corporation. Applications may also be submitted via email to eco@duncanville.com or by

hand-delivery to Duncanville City Hall, 203 E. Wheatland, Duncanville, TX 75116.

Application Review Steps

1. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.

2. Once the Economic Development Department receives all needed information and it is determined the project qualifies for the consideration of an incentive, copies of the completed application and staff comments will be provided to the City Council and the DCEDC as specified in this policy. The DCEDC and City of Duncanville are not obligated to provide financial incentive assistance.

Consideration of the Application

1. A completed application will be submitted to DCEDC staff. Supporting documentation, such as bids for work or site plans, may be requested by DCEDC staff prior to presentation and consideration by the DCEDC board.
2. The DCEDC may consider making a recommendation to the City Council for the consideration of an incentive grant as outlined in this policy.

3. The Duncanville City Council may consider adoption of a resolution or ordinance approving the terms and conditions of an incentive grant agreement between the City, DCEDC, and the applicant as outlined in this policy.

4. Approved incentive grant funding is disbursed on a reimbursement basis after work has been completed and receipts have been submitted.

Adopted by:
DCEDC
06/22/22
City Council
07/19/22

Incentives & Grants Assistance Application

Property Owner City of Duncanville
Mailing Address 203 E Wheatland Rd
City Duncanville State & Zip Texas 75116
Phone 9727805000 Fax _____ Email tyler.agee@duncanvilletx.gov

Project Representative Tyler Agee
Mailing Address 201 James Collins Blvd
City Duncanville State & Zip Texas 75116
Phone 9727805072

Business Name City of Duncanville
Property Address Oncor Street Light Poles on Main Street and Wheatland.
Will You Lease or Own the Property? _____ Legal Incorporation (Sole Proprietor, LLC, etc) _____
Type of Business _____ Years in Business _____
Business Plan and Portfolio Available? no (If yes, please attach)

Project Description

The New Light Pole Banners Replacement Project seeks to revitalize and enhance the aesthetic appeal of the city's major thoroughfare by replacing worn and tattered seasonal banners with new, vibrant designs. These banners, installed on street light poles along New Street, will bring a fresh, modern look to the area, reflecting the city's commitment to beautification and community pride. In addition to improving the visual landscape, this proposal includes funding to support the Home Town Heroes program, honoring local heroes and further promoting civic engagement. The new banners, as shown in the attached designs, will represent a significant improvement in both durability and appearance, creating a welcoming environment for residents and visitors alike.

Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations___

2 miles of oncor poles - 25 total

Fiscal Impact / Financial Background

Current Real Property Value $ _____
Estimated Property Investment (if applicable) $_____
Current Sales / Gross Receipts / Revenue Generated $_____
Additional Revenue to be Generated from Business Expansion (if applicable) $_____
Sales Growth Expectations: Year One _____ Year Two _____ Year Three _____
Projected Total Annual Operating Budget of this Facility $ _____
Business Liabilities $_____
What infrastructure construction would be required? _____

Interior Investments $_____ Exterior Investments $_____

Are you entering into a Loan? _____ If yes, please answer the following:
Loan Amount $ _____
Down Payment $ _____
Construction Price of Improvements or Buildings $ _____
Lending Institution _____
Lender's Address _____
Lender's Contact Person _____

Employment Impact

Total Number of Jobs _____ Total Annual Payroll $ _____
Type of Jobs Created _____

Percentage of Employees who will be Duncanville Residents _____
Number of Full-time Employees_____Number of Part-time Employees_____

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

☐ **Landscape Grant** Amount Requested $ _____

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☐ **Signage Grant** Amount Requested $ _____

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant** Amount Requested $ _____

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ **Pavement Grant** Amount Requested $ _____

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant** Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

☐ **Infrastructure Grant** Amount Requested $ _____

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

■ **Other Incentive** Beautification Grant Amount Requested $ 11390.00

Beautification Grant

Beautification Grant

Total Grant Amount Requested $ 11390.00

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Tyler Agee **Date** 10.23.24

Signature Tyler Agee

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5000
www.duncanvilletx.gov

City of Duncanville

HOMETOWN CHAMPIONS BANNER PROGRAM

NOVEMBER 19, 2024

TYLER AGEE – ASSISTANT DIRECTOR
OF PARKS AND RECREATION

duncanville parks & recreation

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

BACKGROUND/HISTORY

- **Origin of the Hometown Heros Banner Program**:
  - Harrisburg Pennsylvania in 2006,
  - Nationwide initiative honoring local military personnel through custom banner displays in public spaces
- The City of Duncanville
  - City Council expressed interest in having this program during FY24.
  - Objectives: Foster community pride, honor and recognize local heroes.

City of Duncanville

HOW IT WORKS

- **Sponsorship and Nomination Process**
  - Family, Friends, or Organizations Can sponsor a banner honoring a loved one in the military.
  - See My Legacy Platform
- **Eligibility Criteria**
  - Honorees: Must be an active-duty service member, veterans, or members of the U.S. Armed Forces Reserves.
  - Duncanville Connection: Honorees must have been born, raised, currently reside in Duncanville, or have immediate family in the city.
  - Proof of Service: Verification documents such as DD214 form, military ID, or discharge papers are required.
- **Banner Design and Display:**
  - Banner Elements: High-resolution photo in uniform (if available), honoree's name, and military branch.
  - Display Location: 22 light poles along Wheatland Road between Santa Fe Trail and Freeman Street.
  - Display Period: Banners will be showcased May through July on an annual basis to be determined.

HOMETOWN CHAMPIONS BANNER PROGRAM

City of Duncanville

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Agenda Item #5.D.

APPLICATION & PROGRAM TIMELINE

- **Application Process**
  - **Online Submission**: Through the **See My Legacy** platform
  - Donor includes the high-resolution photo, honoree's name, military branch, and proof of service through the application.
  - After the application is approved, sponsors are guided to complete payment online to secure their banner.
    - Estimated $300.00 Donation
- **Program Timeline**
  - Application Deadline: All applications must be submitted, approved, and paid by April 1st, 2025, to be included in the upcoming display period.
  - Banner Installation: Banners will be displayed from May through July.
  - Display Duration: Banners will be displayed for a period to be determined. Families may renew or receive the banner as a keepsake at the end of this period.
- **General Contributions**: Through the See My Legacy platform, community members can contribute to a General Sponsorship fund, supporting program costs and helping honor more of Duncanville's heroes.

City of Duncanville

COMMUNITY IMPACT AND NEXT STEPS

- **Community Impact**
  - **Honoring Local Heroes**: The program offers a visible, heartfelt tribute to Duncanville’s veterans and active-duty service members, celebrating their dedication and sacrifice.
  - **Strengthening Community Pride**: By publicly recognizing military contributions, Duncanville fosters a sense of unity and respect across the community.
  - **Lasting Legacy**: Banners displayed throughout the city remind residents and visitors of Duncanville's commitment to honoring its local heroes.
- **Next Steps**
  - **Launch Application Platform**: Finalize the setup of the See My Legacy platform for smooth application, payment, and sponsorship processing.
  - **Promotion and Outreach**: Promote the program to the community through local events, social media, and partnerships with veterans' organizations.
  - **Accept Applications**: Open applications for families and sponsors to submit honoree information and secure their banners for the upcoming display period.

Thank you

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Approval of $4,960.00 Landscaping/Hanging Flower Basket Beautification Grant

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor Barerra, Economic Development Director

BACKGROUND/HISTORY:
The city's downtown corridor is a vital public space that attracts the attention of visitors, new businesses, and customers. The local landscaping is an essential component to developing the overall aesthetic of the downtown area. It also provides an enjoyable driving, walking and living experience for residents.

POLICY EXPLANATION:
The hanging flower baskets would add a decorative appeal to the existing light poles of the downtown corridor, creating a vibrant centerpiece for the downtown area. Aesthetic improvements in the form of landscaping can draw more foot traffic, leading to increased business activity in the area.

Enhanced green spaces can also draw tourists to generate revenue. People are more likely to shop, dine, or linger in attractive spaces.

While landscaping in the downtown corridor currently consists of greenery on the ground level, the hanging flower baskets would add another layer of visual appeal. Beautifying the area year-round would enhance the aesthetic value by making it more attractive to both locals and visitors, which boosts the local economy.

FUNDING SOURCE:

ORG and Object Number

12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget	Purchase Amount	After Encumber
$1,649,127.82	$4,960.00	$1,644,167.82

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2024-389 - Approval of Beautification Grant for Flower Basket Project
DCEDC Application - Hanging Baskets

RESOLUTION NO. 2024-389

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A GRANT BY AND BETWEEN DUNCANVILLE PARKS AND RECREATION DEPARTMENT AND THE CITY OF DUNCANVILLE FOR A BEAUTIFICATION GRANT FOR PLANTERS FOR THE CITY OF DUNCANVILLE DOWNTOWN CORRIDOR IN THE AMOUNT UP TO $4,960.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Duncanville Parks and Recreation Department has requested a Beautification Grant for Planters for the City of Duncanville Downtown Corridor in an amount up to Four Thousand Nine Hundred and Sixty Dollars and Zero Cents ($4,960.00); and,

WHEREAS, The Duncanville Community and Economic Development Corporation ("DCEDC") Board of Directors has found and determined that the beautification grant will further the public interest and welfare and 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 attract additional jobs, and is necessary to promote or develop new business enterprises;

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

SECTION 1. The City Council hereby approves the grant of the DCEDC to the City of Duncanville for a grant of sales tax funds for a beautification grant for the Parks and Recreation Department to use for landscaping, and planters, on public right of ways in the Downtown Corridor in the amount of up to Four Thousand Nine Hundred and Sixty Dollars and No Cents ($4,960.00), as approved by the Director of Economic Development and approved by the Board's legal counsel;

SECTION 2. The City Manager is hereby authorized to execute all necessary documentation to effectuate the grant.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

CITY OF DUNCANVILLE
POLICY STATEMENT AND GUIDELINES
FOR
ECONOMIC DEVELOPMENT GRANTS
AND TAX ABATEMENTS

I. GENERAL PURPOSE AND OBJECTIVES

The City of Duncanville is committed to the promotion and retention of sustainable high-quality development in all parts of the City; Insofar as these objectives are generally served bythe enhancement and expansion of the local economy, the City of Duncanville will give consideration to providing grants and tax abatements as an incentive for economic development in Duncanville. It is the policy of the City ofDuncanville that said consideration will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that neither the City of Duncanville nor the Duncanville Community and Economic Development Corporation (DCEDC) is under any obligation to provide a grant or tax abatement to any applicant. All applicants shall be considered on a case-by-case basis. **The Duncanville City Council has final approval of all incentive agreements.**

II. DEFINITIONS

A. **"**Abatement" means the full or partial exemption of ad valorem taxes for eligible properties in a reinvestment zone designated as such for economic development purposes.

B. "Agreement" means a contractual agreement between a property owner and a taxing jurisdiction for the purpose of tax abatement.

C. "Base Year Value" means the assessed value of the applicant's property located in a designated reinvestment zone, on January 1 of the agreement year, plus the agreed upon value of property improvements made after January 1, but before execution of the agreement.

D. "Economic Life" means the number of years a property improvement is expected to be in service in a facility.

E. "Expansion" means the addition of buildings, structures, fixed machinery, or equipment to be in service in a facility.

F. "Facility" means property improvements completed or in the process of construction, which together comprise an integral whole.

G. "Modernization" means the replacement and upgrading of existing facilities, which increases the productive input or output, updates the technology, or substantially lowers the unit cost of operation, and extends the economic life of the facility. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, or equipment. It shall not be for the purpose of reconditioning, repairing, refurbishing, or completion of deferred maintenance.

H. "New facility" means a property previously undeveloped that is placed into service by means other than expansion or modernization.

I. "Reinvestment Zone" is an area designated as such for the purpose of tax abatement as authorized by Texas Property Tax Code (V.T.C.A. TX '312.001 et seq).

J. "Full Time Job" means employment is presumed to be at least 35 hours per week.

K. "Cash Grant" is money given through a contractual performance or 380 agreement from the DCEDC or City to new, expanding, and relocating companies, which are planning to make a new investment in Duncanville.

L. "Incentive" is any payment or concession used to stimulate business expansion, modernization, redevelopment, or attraction of new businesses.

M. "Sales and Use Tax" means the City's 1.5% and the DCEDC's 0.5% sales and use tax.

N. "Sales Tax Receipts'' means the City's and DCEDC's receipts from the State of Texas from the collection of sales and use tax by Duncanville businesses.

O. "Capital Cost" means fixed, one-time expenses incurred on the purchase of land, buildings, construction, and equipment used in the production of goods or in the rendering of services.

IIII. AUTHORIZATION

Any request for a grant or tax abatement shall be reviewed and approved by the City Council. Duncanville Community and Economic Development Corporation (DCEDC) will make recommendations to the City Council when appropriate as set forth in the following document.

IV. EVALUATION CRITERIA

DCEDC's recommendations and the City Council's approval shall be based upon, but not limited to, an evaluation of the following criteria.

Employment Impact

Projects should have a positive impact on the labor shed of Duncanville and provide opportunities for gainful employment.

- How many jobs will be brought to Duncanville?
- What types of jobs will be created?
- What will the total annual payroll be?
- What will be the average salaries of the employees and management?

Fiscal Impact

Projects should have a positive impact on the tax base of Duncanville by enhancing the potential property values, sales tax, and other tax opportunities of the city.

- How much real and personal property value will be added to the tax rolls?
- How much direct sales tax and hotel occupancy tax will be generated?
- How will this project affect existing businesses and/or office facilities?
- What infrastructure construction would be required?
- What is the total annual operating budget of the facility?

Community Impact

Projects should be considerate of the Duncanville community and work to accommodate and enhance the community vision by conforming with strategic and comprehensive plans and meet community vision and expectations.

- What effect will the project have on the local housing market?
- What environmental impact, if any, will be created by the project?
- How compatible is the project with the City's comprehensive plan?
- How compatible is the project with the Main Street Vision?
- Does the project follow sustainable development principles?

Additional Impact

- What funds are available to the DCEDC for the current year as well as future years?
- Does the project support the mission of the DCEDC?
- What other future projects are being proposed?

General Participation Requirements

1. Applicant's buildings must be subject to property taxes.

2. Applications must be submitted and received by the DCEDC or City Staff before the project is started.

3. All applicants must make a goodwill effort to provide three bids for work they are requesting incentive or grant assistance for. A goodwill effort must also be made to procure bids locally from a Duncanville business.

4. The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board.

5. All projects must comply with all local ordinances and state and federal laws.

6. All applications must include rendering, swatches, and/or samples.

V. INCENTIVE AND GRANT OVERVIEW

The design of a total incentive package is intended to allow maximum flexibility in addressing the unique aspects of each applicant while enabling the City to better respond to the changing demands and needs of the community. The City and the DCEDC will consider providing any type of economic development incentives not prohibited by state or federal law.

VI. TYPES OF INCENTIVES

The City Council and/or DCEDC may consider criteria other than that set forth in these guidelines, including but not limited to, such matters as the relative degree to which the project/applicant furthers the goals and objectives of the community or meets or compliments a special need identified by the City or the DCEDC.

A. Chapter 380 Agreements

Chapter 380 of the Local Government Code authorizes municipalities to offer incentives designed to promote economic development such as commercial and retail projects. Specifically, it provides for offering loans and grants of city funds or services at little or no cost to promote state and local economic development and to stimulate business and commercial activity.

B. Type B Economic Development Corporation

Texas Type B Economic Development Corporations are permitted to use sales

tax dollars for any project under Type A rules as well. Qualified expenditures include, but are not limited to, funding for land, buildings, equipment, facilities, expenditures, targeted infrastructure improvements. Sports and athletic facilities, tourism, entertainment, convention, parks, retail, and restaurants are also included.

C. Tax Abatements

Tax abatements will be available for both new facilities and structures and for expansion or modernization of existing facilities and structures.

D. Sales Tax Grants

For new Duncanville businesses or business expansions, the City and/or the DCEDC may contract with an applicant to provide an economic development incentive consisting of annual grants based on a percentage of the sales and use tax receipts received by the City and the DCEDC from the sale of taxable items. The City is authorized by Section 380.001, Local Government Code to provide such grants. The DCEDC is authorized by the Development Corporation Act to provide such grants.

The applicant by contract will be required to provide a sales tax certificate setting forth the applicant's collection of sales and use tax for the sale of taxable items at the applicant's Duncanville business for the previous ending twelve calendar month period, together with such supporting documentation as required by the City and the DCEDC.

The DCEDC will make a recommendation for a sales tax grant to City Council. The City Council will have final approval of the grant.

Sales tax grants are for a maximum period of ten (10) years in an amount equal to a percentage of the received applicant's Duncanville sales tax receipts. Sales tax grants are paid in annual installments within ninety (90) days after the end of each twelve-calendar month period following the issuance of the certificate of occupancy for the facility, or other commencement date if no certificate of occupancy is required.

E. Cost Participation in Infrastructure and Waiver of Development Fees

The City and/or the DCEDC may, by contract, agree to participate in the cost of the extension, construction, or reconstruction of public infrastructure necessary for the development of a project. In addition, the City may approve the waiver of permit and development fees. Grants will be screened by the incentive application submitted and a return on investment analysis.

F. Economic Development Cash Grants

The City and/or the DCEDC may, by contract, make available cash grants to new, expanding, and relocating companies which are planning to make a new investment in Duncanville. Grants will be screened by the incentive application submitted and a return on investment analysis. These grants may be used for facility renovation, site preparation, engineering studies, or any other use needed by a new, expanding or relocating business.

G. Business Retention and Expansion Cash Grants

The City and/or DCEDC may offer two-hundred-and-fifty-thousand dollars ($250,000) maximum each Fiscal Year in Business Retention and Expansion Cash Grants. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

H. Freeport Exemption Incentive

The City of Duncanville has not adopted the Freeport Exemption as provided by the Texas Constitution, Article VIII, Section 1-j and section 11.251 of the Tax Code. The City instead adopted a model form of the agreement. The City may grant a new business that relocates to the City of Duncanville an equivalent of the Freeport Exemption for its property if the business receives a Freeport Exemption from Dallas County and/or the Duncanville Independent School District. Under the form model, the City contracts with the applicant to provide an annual grant in the amount equal to the ad valorem taxes that the recipient would have received if the City had adopted the Freeport Exemption for the tax year. The City may condition the incentive upon the creation of employment, construction of improvements, certain development, continued operations for a stated period, or other public considerations.

I. Design Incentive Program

The Design Incentive Program consists of five different grants including paint, signage, landscaping, façade, and pavement.

- Paint Grants

  The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.The following details outline the grant specifics.

1. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
2. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
3. New construction projects are not eligible.
4. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

- Signage Grant

  Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.

  1. Eligible costs include: Sign, labor costs, sign permit fee.

- Landscape Grants

  Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.

  1. Eligible costs include: Materials, labor costs, permit/tap fees.
  2. Plants must be perennials.
  3. Drought tolerant and/or Texas native plants are encouraged.
  4. Properties can only qualify every five (5) years for a landscaping grantunless special circumstances arise.

- Façade and Architectural Improvement Grants

  The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance the façade and beautifies the building and surrounding area.

- Pavement Grants

  The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion

and investment.

J. Commercial and Residential Demo, Redevelopment, and Reuse Program

The Commercial and Residential Demo, Redevelopment, and Reuse Program encourages redevelopment of distressed commercial and residential properties by providing financial resources to property owners to demo, redevelopment, or reuse existing structures and replace them with a higher quality and higher economically sustainable valued projects. The program also aims to bring non-conforming properties up to code compliance. To qualify for either of these grants, a building owner or homeowner must meet the general participation program requirements as well as the individual grant requirements. The DCEDC will evaluate each commercial application and make recommendations to the City Council. The City Manager or designee will evaluate each residential application and make recommendations to the City Council. The City Council will make the final approval on all grants. Applications will be reviewed and considered contingent on the availability of funds and approval at the discretion of the DCEDC and City Council.

Commercial and Residential Demo, Redevelopment, and Reuse Program Requirements

1. Applicant's buildings, single-family, and multi-family homes must be subject to property taxes and applicant must be current on all taxes.

2. All incentive recipients will be required to enter into an agreement to participate in the program.

3. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercialstructure and build back a structure of greater value at the same location.

4. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value

5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.

6. All projects must comply with all local ordinances and state and federal

laws.

7. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse

8. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the demolition incentive.

9. All City Ordinances and State Laws must be followed to be eligible for the reimbursement grant during the construction process or funds will be forfeited and clawbacked.

10. For single-family grants, developers and builders must transfer ownership an individual that will occupy the single-family home within two years of project completion or forfeit the grant and the city may clawback any dispersed funds.

VII. APPLICATIONS MUST BE SUBMITTED BEFORE WORK COMMENCES FOR INCENTIVES TO BE ISSUED.

VIII. APPLICATION PROCEDURE

Any person, organization, or corporation desiring the City or DCEDC consider providing tax abatements or other incentives to encourage location or expansion of operations within the city limits of Duncanville shall be required to comply with the following procedural guidelines.

Preliminary Application Steps

1. Applicant shall complete the attached "Economic Development Incentive Application."

2. Applicant shall answer all application questions and provide additional information in a letter format.

3. Applicant shall prepare a plat showing the precise location of the property, all roadways within five-hundred (500) feet of this site, and all existing land uses and zoning within five-hundred (500) feet of the site.

4. If the property is described by metes and bounds, a complete legal description must be provided.

5. Applicant must complete the entire application and submit it to the attention of the Duncanville Community and Economic Development Corporation. Applications may also be submitted via email to eco@duncanville.com or by

hand-delivery to Duncanville City Hall, 203 E. Wheatland, Duncanville, TX 75116.

Application Review Steps

1. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.

2. Once the Economic Development Department receives all needed information and it is determined the project qualifies for the consideration of an incentive, copies of the completed application and staff comments will be provided to the City Council and the DCEDC as specified in this policy. The DCEDC and City of Duncanville are not obligated to provide financial incentive assistance.

Consideration of the Application

1. A completed application will be submitted to DCEDC staff. Supporting documentation, such as bids for work or site plans, may be requested by DCEDC staff prior to presentation and consideration by the DCEDC board.
2. The DCEDC may consider making a recommendation to the City Council for the consideration of an incentive grant as outlined in this policy.

3. The Duncanville City Council may consider adoption of a resolution or ordinance approving the terms and conditions of an incentive grant agreement between the City, DCEDC, and the applicant as outlined in this policy.

4. Approved incentive grant funding is disbursed on a reimbursement basis after work has been completed and receipts have been submitted.

Adopted by:
DCEDC
06/22/22
City Council
07/19/22

Incentives & Grants Assistance Application

Property Owner City of Duncanville
Mailing Address 203 E Wheatland Rd
City Duncanville State & Zip Texas, 75116
Phone 9727805000 Fax _____ Email parksandrec@duncanville.com

Project Representative Bart Stevenson
Mailing Address 201 James Collins Blvd
City Duncanville State & Zip Texas, 75116
Phone 9727805076

Business Name Downtown Corridor Decrative light poles
Property Address Main Street - Davis to Center Street
Will You Lease or Own the Property? _____ Legal Incorporation (Sole Proprietor, LLC, etc) _____
Type of Business _____ Years in Business _____
Business Plan and Portfolio Available? no (If yes, please attach)

Project Description

The hanging flower basket beautification project aims to enhance the visual appeal of Main Street in Duncanville's Downtown Corridor by installing 12 decorative hanging baskets on the exisitng light poles through the area.

Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations___

950 Linear ft

Fiscal Impact / Financial Background

Current Real Property Value $ _____
Estimated Property Investment (if applicable) $_____
Current Sales / Gross Receipts / Revenue Generated $_____
Additional Revenue to be Generated from Business Expansion (if applicable) $_____
Sales Growth Expectations: Year One _____ Year Two _____ Year Three _____
Projected Total Annual Operating Budget of this Facility $ _____
Business Liabilities $_____
What infrastructure construction would be required? n/a
Interior Investments $_____ Exterior Investments $_____

Are you entering into a Loan? _____ If yes, please answer the following:
Loan Amount $ _____
Down Payment $ _____
Construction Price of Improvements or Buildings $ _____
Lending Institution _____
Lender's Address _____
Lender's Contact Person _____

Employment Impact

Total Number of Jobs _____ Total Annual Payroll $ _____
Type of Jobs Created _____
Percentage of Employees who will be Duncanville Residents _____
Number of Full-time Employees _____ Number of Part-time Employees _____

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

■ **Landscape Grant** Amount Requested $ 4960.00

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

□ **Signage Grant** Amount Requested $ _____

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

□ **Façade and Architectural Improvement Grant** Amount Requested $ _____

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

□ **Pavement Grant** Amount Requested $ _____

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

□ **Demo, Redevelopment, Reuse Grant** Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

☐ **Infrastructure Grant** Amount Requested $ _____

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☐ **Other Incentive**_____ Amount Requested $ _____

_____

_____

Total Grant Amount Requested $ 4960.00

******If <u>all requirements</u> are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

<u>AGREEMENT</u>: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Tyler Agee **Date** 10.23.24

Signature Tyler Agee

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5000
www.duncanvilletx.gov

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Cortina Worldwide, LLC, in an amount not to exceed $300,000.00 for a building located at 220 N. Main St, 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**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
Cortina Worldwide, LLC is seeking to purchase the property located at 220 N. Main Street to open a restaurant. The company has applied for a grant of $300,000 to cover the necessary renovations while preserving the original character of the first fire station in the City of Duncanville. If approved, the funds will be provided upfront to a lending institution, which will manage the disbursement of the money throughout the renovation process.

The agreement is structured as a 10-year forgivable loan, with Mr. Matt Balke acting as the Guarantor. The restaurant will be named Encina Restaurant, marking the second location of this establishment to open in the DFW metro area.

The opening of this restaurant is expected to attract more visitors to Main Street, generate additional investment interest in the area, reduce vacancies, and increase revenue for the community.

POLICY EXPLANATION:
The application by Matt Balke, was approved by the DCEDC on October 28, 2024, for incentive grants totaling $300,000.00. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget	**Purchase Amount**	**After Encumber**
$1,660,517.82	$300,000.00	$1,360,517.82

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:
Res. 2025-358_DCEDC Incentive Agreement _ Cortina Worldwide LLC_12.27.24
Grant Application revised.
241007 - Encina

RESOLUTION NO. 2025-358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO CORTINA WORLDWIDE, LLC, IN AN AMOUNT THAT SHALL NOT EXCEED $300,000.00 FOR A BUILDINGS LOCATED AT 220 N. MAIN STREET, 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, Cortina Worldwide, LLC, is seeking to purchase the property located at 220 N. Main Street, Duncanville, Texas, 75116; and

WHEREAS, Cortina Worldwide, LLC intends to open Encina Restaurant; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants for infrastructure in an amount not to exceed three hundred thousand dollars ($300,000); and

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to Cortina Worldwide, LLC for reimbursement of improvements made for an infrastructure grant in an amount not to exceed three hundred thousand dollars ($300,000), which is attached hereto and incorporated herein as Exhibit 'A'; 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. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of January 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

STATE OF TEXAS	**§**	**ECONOMIC DEVELOPMENT**
	§	**INCENTIVE AGREEMENT**
COUNTY OF DALLAS	**§**	

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 Marlon Goff, its duly authorized DCEDC President; Cortina Worldwide, LLC (the "Applicant"); and Oakwood Bank ("Lender").

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 220 N. Main Street, Duncanville, Texas 75116 hereinafter known as the "Project"; and

WHEREAS, the incentive funds shall be provided as a forgivable loan grant to Applicant (as more specifically described below), and are to be utilized for qualified expenditures on related to redevelopment and beautification in the amount of Three Hundred Thousand Dollars ($300,000.00); and

WHEREAS, the improvements shall mean improvements to the Project, such as (but not necessarily including): to the façade (e.g. paint), architecture, signage, parking lot pavement, landscaping, demolition, remodeling, re-development, and roof repair and replacement for the Project (see Applicant's application for more specific reference to intended uses); and

WHEREAS, forgiveness of incentive funds described in this agreement 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 compliance 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, 2034**, 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 220 N. Main Street in Duncanville, Texas, the DCEDC agrees to provide a forgivable loan incentive grant in the amount of Three Hundred Thousand Dollars ($300,000.00) for improvements to the building located at said address, occupied by the Applicant subject to the terms and conditions set forth in this Agreement (the "Grant"). Grant funds will be made immediately available to the Lender as a forgivable loan grant to Applicant. 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 Three Hundred Thousand Dollars will be provided to Lender to be disbursed on behalf of Applicant for payment for redevelopment and improvements as described herein.

3.04 So long as the Covenants of Applicant outlined under Article IV herein continue to be met, the indebtedness of Applicant for the forgivable loan incentive grant shall be reduced by Thirty Thousand Dollars ($30,000.00) annually on the anniversary of the execution of this agreement as follows:

EXHIBIT "A"

Date:	Indebtedness of Applicant
November 19, 2024	$300,000.00
November 19, 2025	$270,000.00
November 19, 2026	$240,000.00
November 19, 2027	$210,000.00
November 19, 2028	$180,000.00
November 19, 2029	$150,000.00
November 19, 2030	$120,000.00
November 19, 2031	$90,000.00
November 19, 2032	$60,000.00
November 19, 2033	$30,000.00
November 19, 2034	$0

ARTICLE IV. COVENANTS OF APPLICANT

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 31, 2025** at 5 p.m.; and

(c) Provide proof of legal occupancy of the specified location of 220 N. Main Street Duncanville, TX 75116; and

(d) Incentive grant shall mean cash grant of Three Hundred Thousand Dollars ($300,000.00) for improvements (Project) to the property located at 220 N. Main Street Duncanville, TX 75116; and

(e) Receive a certificate of occupancy for 220 N. Main Street, Duncanville, TX 75116 on or before **December 31, 2025**; and

(f) Pay and be current to the ad valorem and sales during the term of this Agreement from the date the business opens to the public, and through a period of ten (10) 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 10 (10) 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 and Guarantor, 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:	Cortina Worldwide, LLC c/o Matt Balke 5025 Capital Ave, #108 Dallas, Texas 75206	with copy to:	Denney Law Group David Denney 12404 Park Central Dr., Ste 200-S Dallas, TX 75251

EXHIBIT "A"

City:	City of Duncanville Attention: Douglas E. Finch P.O. Box 380280 Duncanville, Texas 75138-0280	with copy to:	Brandon Shelby Shelby law, PLLC PO Box 1316 Sherman, TX 75091
DCEDC:	Duncanville Community and Economic Development Corporation Attention: Marlon Goff P.O. Box 380280 Duncanville, Texas 75138-0280		
LENDER:	Oakwood Bank		

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 **Force Majeure**. "Force Majeure" shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Project is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, or national emergency orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other 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 circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed.

5.21 For purposes of Section 5.02, Matt Balke ("Guarantor") shall be personally liable as a guarantor of the recapture obligations of the Company in the event Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein.

5.22. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on January 7, 2025.

EXHIBIT "A"

Detailed Improvements List

Encina - DCEDC Requested Grant Amount			
Use			Estimated Cost
Overhead Doors	Exterior	$	35,000
Patio Structure	Exterior	$	32,000
Facade Repairs And Paint	Exterior	$	28,000
Windows & Install	Exterior	$	24,000
Concrete Walls	Exterior	$	12,000
Cladding And Plants	Exterior	$	10,000
Singage	Exterior	$	10,000
Doors	Exterior	$	4,000
Singage - Fire Station	Exterior	$	4,000
Singage - Rentals Suite	Exterior	$	3,600
Sawcut And Pourback	Floors	$	8,000
Asbestos	Structure	$	11,000
Demo	Structure	$	10,000
Framing	Structure	$	10,000
Electrical	Systems	$	40,000
Hvac	Systems	$	25,000
Plumbing	Systems	$	25,000
Grease Trap	Systems	$	15,000
TOTAL		**$**	**306,600**

DCEDC Grant Request Items highlighted green in the Encina - Total Construction Costs

EXHIBIT "A"

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "A"

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the day and year first written above.

CORTINA WORLDWIDE, LLC

_____
Matt Balke, Manager
Date: _____ __, 2024

GUARANTOR, for purposes of Sections 5.02 and 5.21

_____
Matt Balke

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

_____
By: Marlon Goff
Its: Board President
Date: _____ __, 2024

CITY OF DUNCANVILLE

_____
By: Douglas E. Finch
Its: City Manager
Date: _____ __, 2024

OAKWOOD BANK

_____
By:
Its:
Date: _____ __, 2024

Matt Balke Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Matt Balke, 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 _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT "A"

Cortina Worldwide, LLC Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Matt Balke, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Manager of Cortina Worldwide, LLC, and that they are duly authorized by said company 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 _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT "A"

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 Marlon Goff, 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 _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT "A"

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 Douglas E. Finch, 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 _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT "A"

Oakwood Bank 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 an officer for Oakwood Bank, and that they are authorized to execute the foregoing instrument as the act of such Bank 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 _____, 2024.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

Incentives & Grants Assistance Application

Property Owner To be: Matt Balke
Mailing Address 5025 Capitol Ave., #108
City Dallas State & Zip Texas, 75206
Phone 830-279-2728 Fax _____ Email mjbalke81@gmail.com

Project Representative Matt Balke
Mailing Address 5025 Capitol Ave., #108
City Dallas State & Zip Texas, 75206
Phone 830-279-2728

Business Name Encina Restaurant
Property Address 220 N. Main St., Duncanville, Tx 75116
Will You Lease or Own the Property? Own Legal Incorporation (Sole Proprietor, LLC, etc) To Be Created
Type of Business Restaurant Years in Business 4 years
Business Plan and Portfolio Available? _____ (If yes, please attach)

Project Description
Retrofit and remodel of Duncanville's original Fire Station, that is currently being used as a TV Repair Shop.

Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations June 2025
3,400 squre feet approximately

Fiscal Impact / Financial Background
Current Real Property Value $ _____
Estimated Property Investment (if applicable) $1,300,000.00
Current Sales / Gross Receipts / Revenue Generated $ This will be a new restaurant
Additional Revenue to be Generated from Business Expansion (if applicable) $ N/A
Sales Growth Expectations: Year One $2,300,000.00 Year Two $2,500,000.00 Year Three $2,700,000.00
Projected Total Annual Operating Budget of this Facility $ 2,000,000.00
Business Liabilities $90,000.00 Business Loan - no late payments, scheduled completion 3.5 years
What infrastructure construction would be required? replacement of Sewer, removal of asbestors and all mechanical and electrical equipment

Interior Investments $_____ Exterior Investments $_____

Are you entering into a Loan? Yes If yes, please answer the following:
Loan Amount $ 840,000.00
Down Payment $ 85,000.00
Construction Price of Improvements or Buildings $ 650,000.00
Lending Institution Oakwood Bank
Lender's Address 440 Singleton Blvd, #160, Dalas, Tx 75212
Lender's Contact Person Mike Casey

Employment Impact
Total Number of Jobs 25 Total Annual Payroll $ _____
Type of Jobs Created Cook, Dishwasher, Busser, Server, Bartender, Bar Manager, Hostess, Food Runner, Sous Chef, Chef, General Manager

Percentage of Employees who will be Duncanville Residents 75%
Number of Full-time Employees 12 Number of Part-time Employees 13

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Total Amount Requested $ 306,600.00

Estimated Annual Sales Generated $ _____

See breakdown attached.

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ N/A

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ 28,000.00

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

■ Landscape Grant

Amount Requested $ 10,000.00

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

■ Signage Grant

Amount Requested $ 17,600.00

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs tc the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

■ Façade and Architectural Improvement Grant

Amount Requested $ 95,000.00

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

□ Pavement Grant

Amount Requested $ N/A

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

■ Demo, Redevelopment, Reuse Grant

Amount Requested $ 123,000.00

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

■ **Infrastructure Grant** Amount Requested $ 33,000.00

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

□ **Other Incentive**_____ Amount Requested $ _____

_____

_____

Total Grant Amount Requested $ _____

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name _____ **Date** _____

Signature _____

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5000
www.duncanvilletx.gov

Encina - DCEDC Requested Grant Amount			
Use			Estimated Cost
Overhead Doors	Exterior	$	35,000
Patio Structure	Exterior	$	32,000
Facade Repairs And Paint	Exterior	$	28,000
Windows & Install	Exterior	$	24,000
Concrete Walls	Exterior	$	12,000
Cladding And Plants	Exterior	$	10,000
Singage	Exterior	$	10,000
Doors	Exterior	$	4,000
Singage - Fire Station	Exterior	$	4,000
Singage - Rentals Suite	Exterior	$	3,600
Sawcut And Pourback	Floors	$	8,000
Asbestos	Structure	$	11,000
Demo	Structure	$	10,000
Framing	Structure	$	10,000
Electrical	Systems	$	40,000
Hvac	Systems	$	25,000
Plumbing	Systems	$	25,000
Grease Trap	Systems	$	15,000
TOTAL		**$**	**306,600**

DCEDC Grant Request Items highlighted green in the Encina - Total Construction Costs

Encina - Total Project Budget Overview		
Loan Amount	$	840,000.00
	$	840,000.00
Rounded	$	850,000

Equity Contributions		
Initial Cash Contribution	$	85,000.00
Economic Development Contribution	$	300,000.00
	$	385,000.00

Funding Uses		
Use		Estimated Cost
Building Costs	$	500,000
Improvements	$	650,000
Other Costs	$	75,000
	$	1,225,000

Encina - Total Construction Costs			
Use			Estimated Cost
Contractor Fees	Management	$	83,430
Millwork	Finishes	$	45,000
Electrical	Systems	$	40,000
Overhead Doors	Exterior	$	35,000
Tile-Countertops	Finishes	$	35,000
Patio Structure	Exterior	$	32,000
Equipment	Systems	$	30,000
Polished Concrete	Floors	$	28,800
Facade Repairs And Paint	Exterior	$	28,000
Dywall And Paint	Interiors	$	28,000
Architecture & Interiors	General	$	28,000
Hvac	Systems	$	25,000
Plumbing	Systems	$	25,000
Windows & Install	Exterior	$	24,000
Fixtures	Finishes	$	16,000
Grease Trap	Systems	$	15,000
Concrete Walls	Exterior	$	12,000
Mep Engineer	General	$	12,000
Asbestos	Structure	$	11,000
Demo	Structure	$	10,000
Framing	Structure	$	10,000
Cladding And Plants	Exterior	$	10,000
Singage	Exterior	$	10,000
Insurance	Management	$	10,000
Sawcut And Pourback	Floors	$	8,000
Trash	Structure	$	8,000
Interior Steel	Finishes	$	8,000
Structural Engineer For Patio	General	$	5,000
Doors	Exterior	$	4,000
Singage - Fire Station	Exterior	$	4,000
Insulation	Interiors	$	4,000
Singage - Rentals Suite	Exterior	$	3,600
Registration, Plan, Inspection	General	$	1,800
TOTAL		**$**	**649,630**

*Green highlights indicate DCEDC Grant Request Item

·ENCINA·

ABOUT

MATT BALKE

CHEF / OWNER ENCINA

Growing up, Matt Balke always saw himself working in a kitchen. His philosophy of self-discipline has driven his cooking career forward. With his extensive education and training, his dedication to detail shines through in every dish.

Hailing from the rural town of Uvalde, Balke is a native Texan with a strong work ethic. He holds degrees in business marketing and hotel restaurant management from Texas Tech. Balke pursued his passion for the culinary arts at the Culinary Institute of America, where he graduated as salutatorian in 2007. His love for wine pairings rivals his passion for cooking, and he has mentioned that if he were not in the food industry, he would be in the wine industry.

After graduation, Balke worked under James Beard Award-winning chef Sharon Hage of York Street in Dallas, where he gained insights into local and seasonal food. He attributes much of his success to Hage, stating that his real culinary education came from working under her. Balke's time at York Street prepared him for his roles as an executive sous chef at Bolsa and Bolsa Mercado. He then served as the executive chef of The Rustic in Dallas before moving to SMOKE, where he worked for nearly two years. Following his time at SMOKE, Balke returned to Bolsa as the executive chef.

In October 2020, Balke opened his first solo venture, Encina. Since its opening, Encina has garnered several awards, including Best New Restaurant, Best Burger, and Best Brunch. Encina has consistently been ranked among the top 20 restaurants in Dallas, and Balke was named Best Chef in Dallas.

COREY McCOMBS

MANAGER / OWNER ENCINA

Corey started her professional journey in Dallas at Stephan Pyles' restaurant, where she developed her skills in various roles. After eight years, she moved to Smoke restaurant at the Belmont Hotel, taking on the challenging roles of General Manager and Food and Beverage Director. She then returned to Stephan to manage Flora Street Cafe before establishing her own venture, Encina, in the Bishop Arts area of Dallas.

In addition to her work in the restaurant industry, Corey also serves on the Board of Youth with Faces, a non-profit organization that helps youth in the juvenile justice system develop the skills they need to rise above the cycle of poverty and incarceration. She has been involved in the events committee and has played a key role in planning the annual Chef's Dinner fundraiser. This year, she was inducted into the Dallas chapter of The Les Dames Escoffier International.

AWARDS

Dallas Observer

- Top 100 Dallas Restaurants
- Review: Encina Is a Sequel Restaurant That Beats the Beloved Original

D

- Best Dallas Restaurants Right Now
- Best of Big D
- Best Tex Mex in Dallas

USA TODAY

- 10 Best Restaurants in Dallas

culturemap DALLAS

- Encina Dallas wins top prize and $10K in H-E-B competition
- 2023 Dallas Tastemaker Awards
- 2021 Dallas Tastemaker Awards
- Best Brunches in Dallas

The Dallas Morning News

- DFW Restaurant Hot List
- 3 Dishes to Try at Dallas Restaurants During Citrus Season

EATER DALLAS

- Bishop Arts District Best Restaurants

INSIDEHOOK

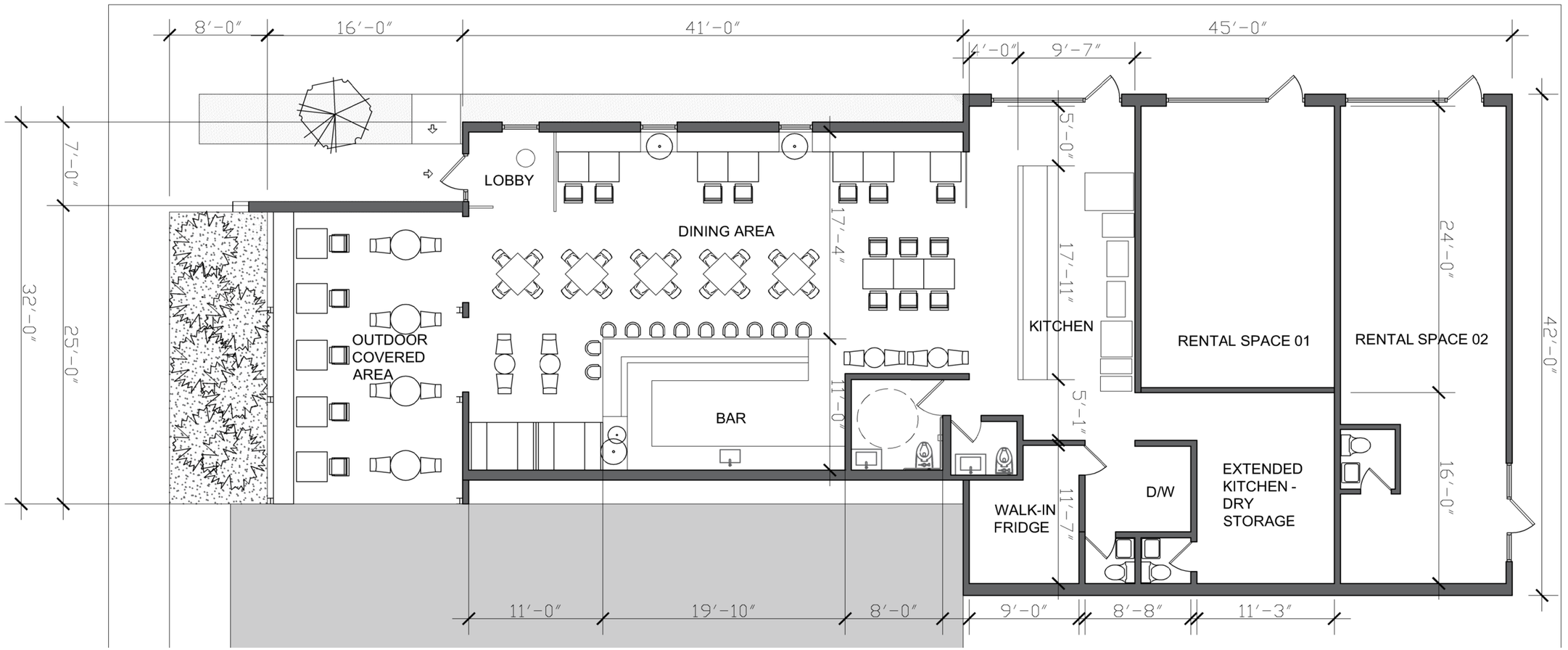
- Where to Eat Brunch in Dallas Right Now

PAPER CITY.

- The 14 Best Weekend Brunch Restaurants in Dallas
- Encina Is a Must-Visit in Bishop Arts' Fantastic Restaurant Scene

thrillist

- Best Brunches in Dallas



ENCINA - FLOOR PLAN

CREATE ATELIER

CREATE ATELIER

CREATE ATELIER

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CREATE ATELIER
suite 02
suite 01
CINA• pick-up

CREATE ATELIER

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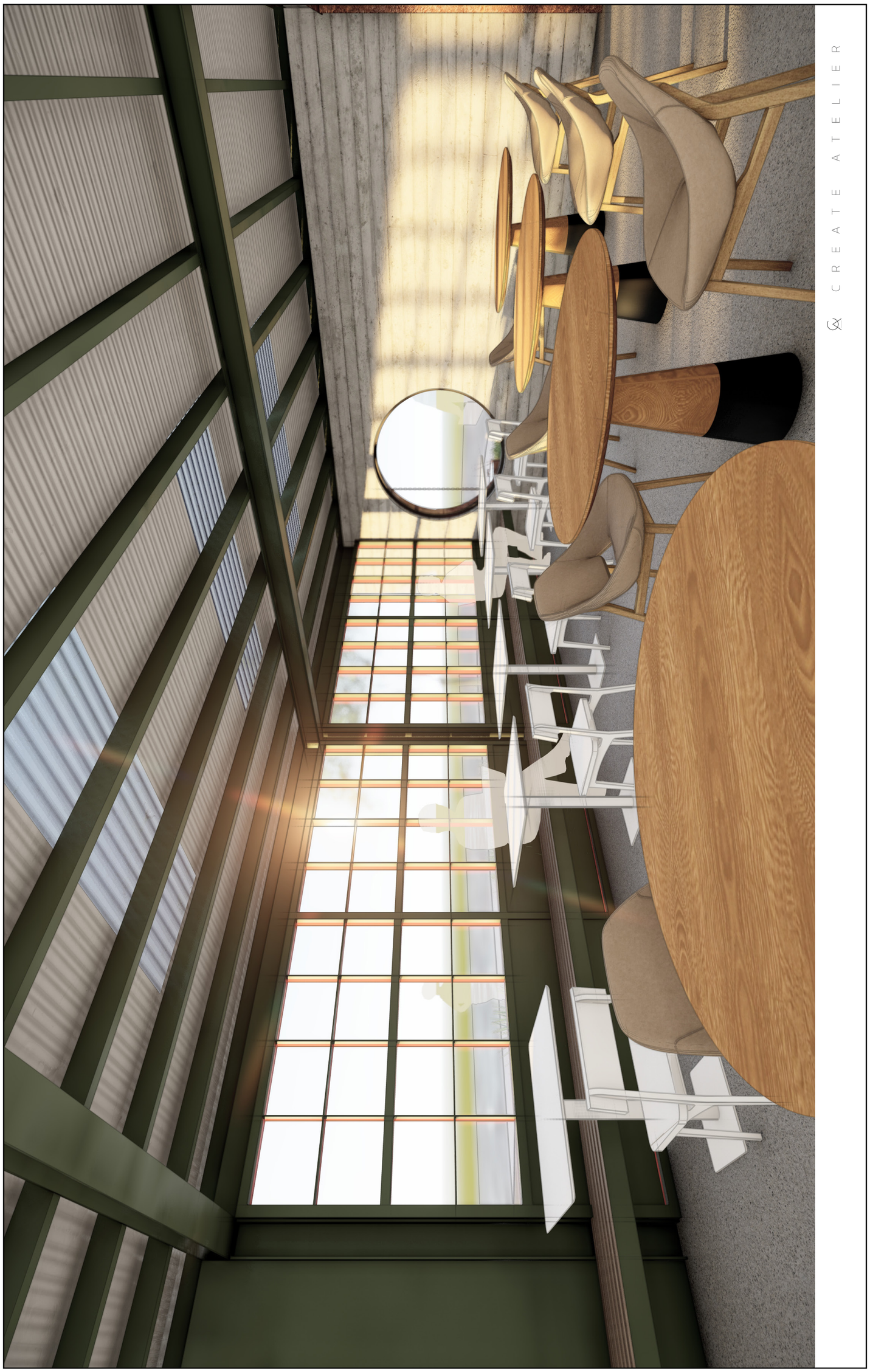
CREATE ATELIER

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Sistergirls' Kitchen, LLC in an amount not to exceed $6,000 for exterior signage for a building located at 106 and 108 North Cedar Ridge Drive, 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**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
Renee Cook, the owner of Sistergirls' Kitchen at 106 and 108 North Cedar Ridge Drive, Duncanville, TX 75116, submitted an application to staff for a DCEDC grant of up to $35,000 to cover the costs of an exterior sign and grease trap improvement. This application was approved during the DCEDC Board meeting on August 26, 2024.

In the regular City Council meeting on September 17, 2024, the application from Sistergirls' Kitchen for funding for a grease trap and exterior signage was tabled. The decision was based on the discovery that DuWest Realty, who manages the property at 106 and 108 North Cedar Ridge Drive, had previously been awarded up to $370,900 for tenant improvements, which already included provisions for grease trap enhancements as specified in the original agreement.

As a result, the City Council chose to delay action on the new application, taking into account the prior funding allocation.

POLICY EXPLANATION:
The application by Sistergirls' Kitchen, LLC, for a DCEDC grant was revised, reducing the request not to exceed $6,000 to cover the cost of an exterior sign. This grant application still requires final approval from the City Council before funds can be disbursed.

4o

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget	Purchase Amount	After Encumber
$1,635,167.82	$6,000.00	$1,629,167.82

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-393 - Sistergirls_ Kitchen, LLC -- 106 and 108 North Cedar Ridge
Exhibit A-Sistergirls' Kitchen, LLC Incentive Application

RESOLUTION NO. 2024-393

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO SISTERGIRLS' KITCHEN, LLC FOR SIGNAGE, IN AN AMOUNT THAT SHALL NOT EXCEED $6,000.00 FOR A BUILDING LOCATED AT 106 AND 108 NORTH CEDAR RIDGE DRIVE, DUNCANVILLE, TX 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, Sistergirls' Kitchen, LLC, is seeking to add signage on the property located at 106 and 108 North Cedar Ridge Dr, Duncanville, Texas 75116; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants for signage in an amount not to exceed six thousand dollars and zero cents ($6,000.00); and

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive grant by the Duncanville Community and Economic Development Corporation to Sistergirls' Kitchen, LLC for reimbursement of improvements made for signage in an amount not to exceed six thousand dollars and zero cents ($6,000.00), which is attached hereto and incorporated herein as Exhibit 'A'; 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. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of January, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

From Registered Nurse to Culinary Entrepreneur

Vicki Brewer is a native of Little Rock, Arkansas, with a background as a Registered Nurse and Disabled Veteran of the U.S. Army. Ms. Brewer has always had a passion for both nursing and cooking. Throughout her military and nursing career, she often found herself preparing meals for her units and their families during special annual events. Ms. Brewer received many Challenge Coins during her military career from Colonels and Generals for her cooking.

Ms. Brewer's career began at St. Vincent Infirmary Medical Center, in the kitchen, while obtaining her degree in Nursing. She retired from St. Vincent Infirmary Medical Center after 30 years of cooking and caring for others and moved to Texas in 2013, to be closer to her family, where she continued to work as a nurse.

In April 2017, Ms. Brewer took a leap of faith and founded McKenzie's Kitchen and Catering on Beltline, in honor of her mother Vertis McKenzie. Ms. Brewer talks about growing up and watching her mother cook from scratch and this really left an impression on her because the food was always good. Family and friends were at our table at supper time, even though they were not invited. Her mother would tell her, "Baby all women need to know how to cook to take care of your family and get a good husband. The shortest route to a man's heart is through his stomach."

Within just 18 months, she transitioned to a successful executive chef and restaurateur, while continuing her career as a nurse. However, she eventually made the difficult decision to close her beloved establishment. Ms. Brewer remained in contact with her loyal customers due to her nurturing personality.

The birth of Sistergirls' Kitchen began due to a serendipitous mistake. Ms. Brewer attempted to call her cousin Renee Brown and accidentally, called her valued customer, Renee Cook. This unexpected call resulted in a partnership that gave birth to Sistergirls' Kitchen. Together, Vicki Brewer, Renee Cook and Shonda Craig have created a culinary haven that combines Brewer's nursing care ethos with her culinary expertise, providing delicious meals and a warm, nurturing environment for their customers.

EXHIBIT "A"

Sister Girls Kitchen Business Plan

Executive Summary

Business Name: Sister Girls Kitchen
Business Type: Soul Food Restaurant
Location: Dallas, Texas
Owners: Renee Cook and Shonda Craig

Mission Statement: To serve the community of Dallas, Texas with authentic, home-style soul food that nourishes the body and soul while honoring our cultural heritage and fostering a sense of family and community.

Business Description

Sister Girls Kitchen will be a soul food restaurant offering a wide range of traditional Southern dishes. Our menu will feature classics such as fried chicken, collard greens, mac and cheese, cornbread, and sweet potato pie, all made from scratch using family recipes passed down through generations.

Market Analysis

Industry Overview

The soul food restaurant industry is a niche market within the broader restaurant industry, known for its rich flavors and cultural significance. The demand for authentic, home-cooked meals is strong, particularly in urban areas with diverse populations.

Target Market

- **Primary Market:** African American community in Dallas, Texas.
- **Secondary Market:** Food enthusiasts, local residents, and tourists seeking authentic Southern cuisine.

Market Trends

- Growing interest in authentic and culturally significant dining experiences.
- Increasing demand for home-style cooking and comfort food.
- Rising popularity of soul food among diverse demographic groups.

EXHIBIT "A"

Competitive Analysis

- **Direct Competitors:** Other soul food restaurants in Dallas.
- **Indirect Competitors:** Fast food chains, casual dining restaurants, and other ethnic cuisine restaurants.

Marketing and Sales Strategy

Unique Selling Proposition (USP)

Sister Girls Kitchen will stand out by offering a genuine soul food experience, with recipes that have been lovingly crafted and perfected over generations. Our warm and welcoming atmosphere will make every customer feel like part of the family.

Marketing Plan

- **Branding:** Develop a strong, recognizable brand that emphasizes tradition, family, and quality.
- **Online Presence:** Create a user-friendly website and active social media profiles to engage with customers and showcase our dishes.
- **Community Engagement:** Participate in local events, sponsor community activities, and collaborate with local businesses.
- **Promotions:** Offer specials, loyalty programs, and discounts to attract repeat customers.

Sales Strategy

- **Dining Experience:** Provide exceptional customer service to ensure a memorable dining experience.
- **Takeout and Delivery:** Offer convenient takeout and delivery options to cater to busy customers.
- **Catering Services:** Provide catering for local events, parties, and corporate functions.

Operations Plan

Location

Sister Girls Kitchen will be located in a busy, accessible area of Dallas, Texas, with high foot traffic and ample parking.

Facility and Equipment

- Commercial kitchen with all necessary equipment (ovens, fryers, refrigeration units, etc.).
- Dining area with comfortable seating, designed to create a warm and inviting atmosphere.
- Point-of-sale system for efficient order processing and payment.

Staffing

- **Owners:** Renee Cook and Shonda Craig
- **Kitchen Staff:** Experienced cooks and kitchen assistants.
- **Front-of-House Staff:** Friendly and professional waitstaff and hosts.
- **Support Staff:** Cleaning and maintenance personnel.

EXHIBIT "A"

Financial Plan

Startup Costs

- **Rent and Utilities:** $13,000.00
- **Renovation and Decoration:** $65,000.00
- **Kitchen Equipment:** $10,000.00
- **Initial Inventory:** $5,000.00
- **Licenses and Permits:** $3,500

Revenue Streams

- **Dine-In Sales:** Main source of income from customers dining at the restaurant.
- **Takeout and Delivery Sales:** Additional revenue from customers ordering food to go.
- **Catering Services:** Income from providing food for events and parties.

Financial Projections

- **Year 1:** Projected Revenue - $400,000.00 Projected Expenses - $302,709.00, Projected Profit - $97,000.00
- **Year 2:** Projected Revenue - $500,000.00, Projected Expenses - $478,317.60, Projected Profit - $21,682.40
- **Year 3:** Projected Revenue - $625,000.00, Projected Expenses - $492,717.60, Projected Profit - $132,282.40

Conclusion

Sister Girls Kitchen aims to become a beloved dining destination in Dallas, Texas, by providing delicious, authentic soul food in a welcoming and family-friendly environment. With a strong commitment to quality and community, we are confident in our ability to build a successful and sustainable business.

EXHIBIT "A"

Incentives & Grants Assistance Application

Duncanville
City of Champions

Property Owner DW Cedar Ridge LLC
Mailing Address 4403 North Central Expressway - Suite 200
City Dallas State & Zip TX 75205
Phone 713 806 6845 Fax _____ Email VPappas@dowstreamly.com

Project Representative Renee Cook
Mailing Address 1013 Greenbriar Dr
City Garland State & Zip TX 75043
Phone 214-284-7860

Business Name Sister Girls Kitchen
Property Address 108 N Cedar Ridge Duncanville TX 75116
Will You Lease or Own the Property? Lease Legal Incorporation (Sole Proprietor, LLC, etc) _____
Type of Business Restaurant (Carryout) Years in Business 1
Business Plan and Portfolio Available? Yes (If yes, please attach)

Project Description

Square footage of Project:___ Date Projected for Occupation of Project/Initiation of Operations___

Fiscal Impact / Financial Background
Current Real Property Value $ _____
Estimated Property Investment (if applicable) $ _____
Current Sales / Gross Receipts / Revenue Generated $ _____
Additional Revenue to be Generated from Business Expansion (if applicable) $ _____
Sales Growth Expectations: Year One _____ Year Two _____ Year Three _____
Projected Total Annual Operating Budget of this Facility $ _____
Business Liabilities $ _____
What infrastructure construction would be required? _____

Interior Investments $ _____ Exterior Investments $ _____

Are you entering into a Loan? NO If yes, please answer the following: NA
Loan Amount $ ND
Down Payment $ ND
Construction Price of Improvements or Buildings $ _____
Lending Institution _____
Lender's Address _____
Lender's Contact Person _____

Employment Impact
Total Number of Jobs 11 Total Annual Payroll $ 145,520 Projected
Type of Jobs Created Dishwasher, Food Server, Assistant Cook - Prep

Percentage of Employees who will be Duncanville Residents 8
Number of Full-time Employees 11 Number of Part-time Employees 0

EXHIBIT "A"

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "A"

☐ **Landscape Grant** Amount Requested $ _____

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☒ **Signage Grant** Amount Requested $ 4,500

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant** Amount Requested $ _____

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ **Pavement Grant** Amount Requested $ _____

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant** Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

EXHIBIT "A"

☐ **Infrastructure Grant** Amount Requested $ 46,152.78

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☐ **Other Incentive**_____ Amount Requested $ _____

_____

_____

Total Grant Amount Requested $ _____

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Steven Cobb **Date** July 26.24

Signature Steven Cobb

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

EXHIBIT "A"

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

Date of this notice: 11-21-2023

Employer Identification Number:
93-4437782

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

002950.542838.496022.11964 1 MB 0.561 532

SISTERGIRLS KITCHEN LLC
SHONDA CRAIG MBR
1029 NORTHWEST HWY
GARLAND TX 75041

002950

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4437782. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, www.irs.gov/einnotrequested.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065	03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

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01-300 (Rev.9-16/20)

EXHIBIT A

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Retailers: A seller may NOT accept a copy of this permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document why tax is not collected on a sale.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

SISTERGIRLS' KITCHEN, LLC

SISTERGIRLS' KITCHEN, LLC
921 W COMMERCE ST
DALLAS
DALLAS COUNTY TX 75208-1742

NAICS: 722513 Limited-Service Restaurants

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

CITY: DALLAS EFF: 12/01/2023
TRANSIT: DALLAS MTA EFF: 12/01/2023

You must obtain a new permit if there is a change ownership, location, or business location name.

Type of permit	SALES AND USE TAX
Taxpayer number	3-20925-1055-4
Location number	00001
First business date of location	12/01/2023

Glenn Hegar
Comptroller of Public Accounts

You may need to collect sales and/or use tax for other local taxing authorities depending on your type of business. For additional information, see "Collecting Local Sales and Use Tax" section on the back of this document.

If you have any questions regarding sales tax, visit our website at www.comptroller.texas.gov or call us at 1-800-252-5555.

Detach here and prominently display your permit only. Retain the portion below for your records.

Is the Information Printed on this Permit Correct?

The information printed on your permit is public information. It must be accurate and current. If there is an error, make corrections on the form below. Enter the correct information for incorrect items only. Detach the form and mail it to:

Comptroller of Public Accounts
111 E. 17th Street
Austin, TX 78774-0100

More helpful information about your permit is on the back of this document.

Texas Sales and Use Tax Permit Corrections Form

Taxpayer name shown on the permit: SISTERGIRLS' KITCHEN, LLC

Taxpayer number shown on the permit: 32092510554

Location number shown on the permit: 00001

Correct business location name

Correct business location (no P.O. Box or directions accepted)

City | State | ZIP code | County

Correct taxpayer name | Daytime phone *(Area code and number)*

Correct mailing address

City | State | ZIP code | Federal Employer Identification Number

If you are **no longer in business**, enter the date of your last business transaction.

sign here ▶ Taxpayer or authorized agent | Date

If you need to make changes to your local sales tax authorities or to the NAICS code printed on your permit, see information on the back of this form.

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EXHIBIT "A"

EZSIGNWORKS
1184 Explorer St Unit G
Duncanville, TX 75137
+14698882068
signs@ezsignworks.com
www.EZSignworks.com

Quote

ADDRESS
Alex Speed Throckmorton DuWest Realty 4403 N Central Expwy Ste 200 Dallas, TX 75205

QUOTE #	DATE	EXPIRATION DATE
1940	07/03/2024	07/31/2024

PAYMENT TERMS
50% Down 50% Due Day of Delivery/Install/Pickup

DESCRIPTION
CHANNEL LETTERS FOR "SISTERGIRLS KITCHEN" OVERALL SIZE: 30"X129" RETURN: 5" BLACK ALUMINUM - TRIM CAP: 1" BLACK - FACE: WHITE ACRYLIC - GRAPHIS: DIGITAL PRINT TRANSLUCENT VINYL - LIGHTING: WHITE LEDS --- INSTALLATION OF CHANNEL LETTERS is included in price --- SIGN PERMIT is included in price and will be obtained by our company.

We propose to furnish material and labor - complete in accordance with the above specifications.

SUBTOTAL	3,316.25
TAX	204.70
TOTAL	**$3,520.95**

Conditions: Banners are not guaranteed against winds. Signs/product(s) remain property of EZSignworks until paid in full. You grant permission for removal of sign/product if unpaid or if installation services are not paid in full.

Thank you for the opportunity to provide you with an estimate.

Accepted By

Accepted Date

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration involving extra costs will be executed upon written orders & will be an extra charge. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

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EXHIBIT "A"

Fwd: Estimate - Sign Quote 1940 from EZSignworks - Sistergirls Kitchen Channel Letter Sign

From: Sistergirls' Kitchen (sistergirlskitchen@gmail.com)

To: reneecook25@yahoo.com

Date: Thursday, July 4, 2024 at 11:17 AM CDT

---------- Forwarded message ---------
From: **EZSIGNWORKS** <quickbooks@notification.intuit.com>
Date: Wed, Jul 3, 2024, 8:55 PM
Subject: Estimate - Sign Quote 1940 from EZSignworks - Sistergirls Kitchen Channel Letter Sign
To: <alexspeed@duwestrealty.com>
Cc: <signs@ezsignworks.com>, <sistergirlskitchen@gmail.com>

QUOTE 1940

EZSIGNWORKS

DUE 07/31/2024

$3,520.95

Review and pay

Powered by QuickBooks

Dear Alex,

Your quote is enclosed in the attached document. To proceed, kindly review, sign, and email back the quote and proof for approval. Once we receive your approval, we will promptly send you an invoice for payment.

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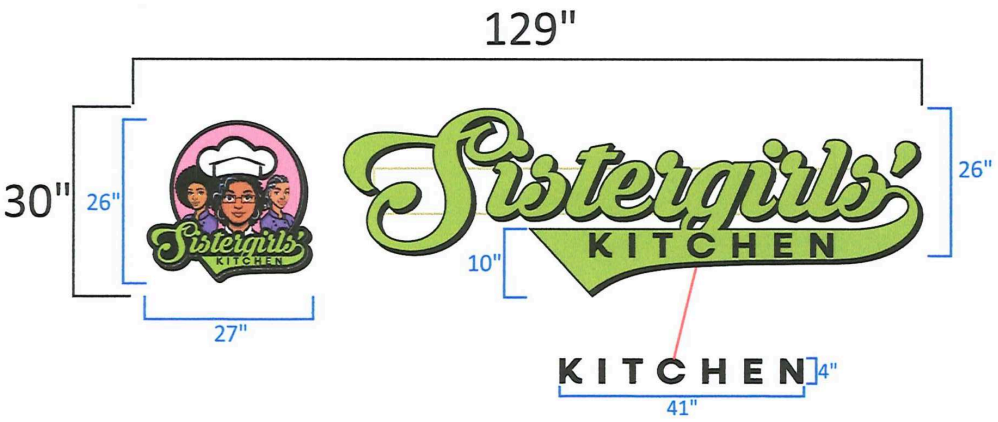
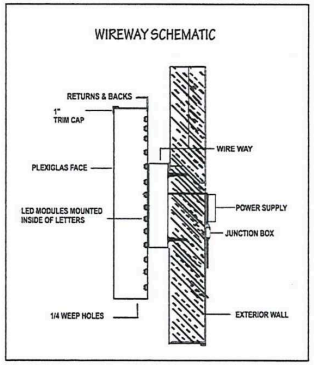




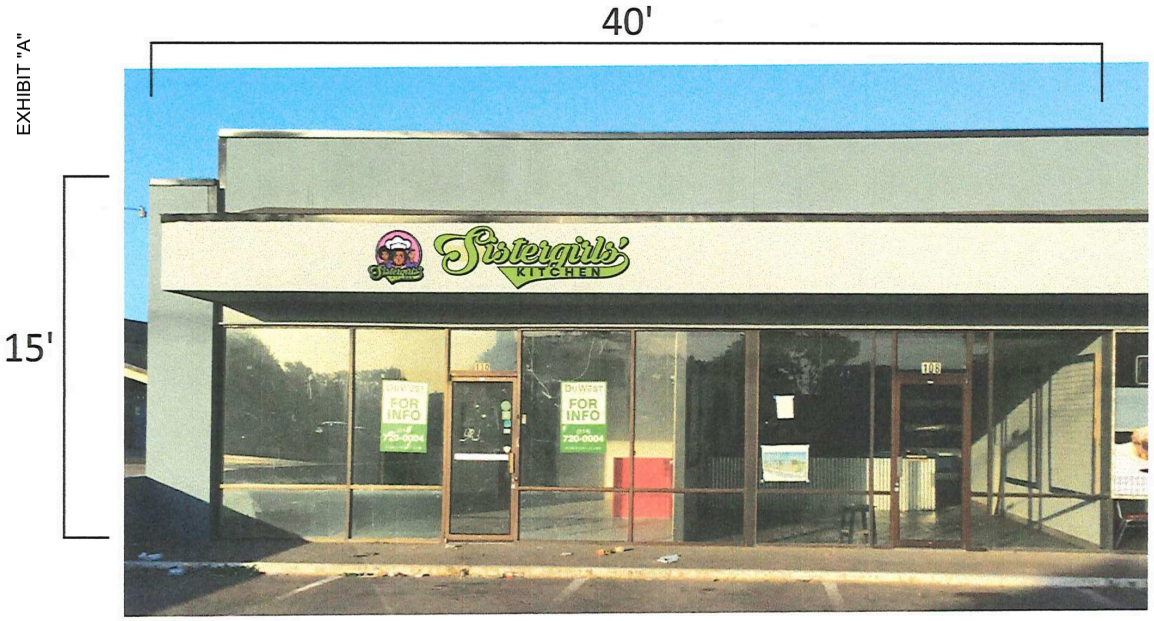
Created for the Approval of:

Sistergirls Kitchen
110 N Cedar Ridge Dr.
Duncanville, TX 75116

Proof Date: 07-03-24

Proposed Signage: 26.88 sq ft

EXHIBIT "A"



Scope of Work

MANUFACTURE & INSTALL:

LED ILLUMINATED CHANNEL LETTERS

Face(s): 3/16" White Acrylic
Graphics: Digital Print
Translucent Vinyl
Trim Cap: 1" Black
Returns: Black Aluminum
Wireway: Paint to match building
Lighting: White LEDs

INSTALLATION

-Letters mounted on wireway.
-Wireway installed direct to building.

EZ SIGNWORKS

LISTED E477506

TDLR ELECTRICAL SIGN CONTRACTOR 18682

This design belongs to EZSignworks and becomes the property of the customer only upon completion of an order, and is not to be used in whole or in part without written permission of EZSignworks - 1184 Explorer St. Unit G - Duncanville, TX 75137 - (469) 888-2068 www.EZSignworks.com - Signs@EZSignworks.com

____ Approved As Is ____ Approved w/Changes ____ Re-Draw w/Changes

Signature _____ Date _____

EXHIBIT "A"

EZSIGNWORKS
1184 Explorer St Unit G
Duncanville, TX 75137
+14698882068
signs@ezsignworks.com
www.EZSignworks.com

Quote

ADDRESS
Alex Speed Throckmorton DuWest Realty 4403 N Central Expwy Ste 200 Dallas, TX 75205

QUOTE #	DATE	EXPIRATION DATE
1941	07/03/2024	07/31/2024

PAYMENT TERMS
50% Down 50% Due Day of Delivery/Install/Pickup

DESCRIPTION
(2) DIGITAL PRINT TRANSLUCENT VINYL FOR EXISTING DOUBLE SIDED POLE SIGN GRAPHIC SIZES: 41" X 97" EACH --- (2) NEW ACRYLIC FACE(S) - SIZE: 43"X96" - COLOR: WHITE --- REMOVAL OF EXISTING FACES is included in price --- INSTALLATION OF DIGITAL PRINT VINYL & FACES ON EXISTING DOUBLE SIDED POLE SIGN is included in price --- SIGN PERMIT is included in price and will be obtained by our company. ---

We propose to furnish material and labor - complete in accordance with the above specifications.

Conditions: Banners are not guaranteed against winds. Signs/product(s) remain property of EZSignworks until paid in full. You grant permission for removal of sign/product if unpaid or if installation services are not paid in full.

Thank you for the opportunity to provide you with an estimate.

SUBTOTAL	1,221.00
TAX	55.77
TOTAL	**$1,276.77**

Accepted By

Accepted Date

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration involving extra costs will be executed upon written orders & will be an extra charge. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

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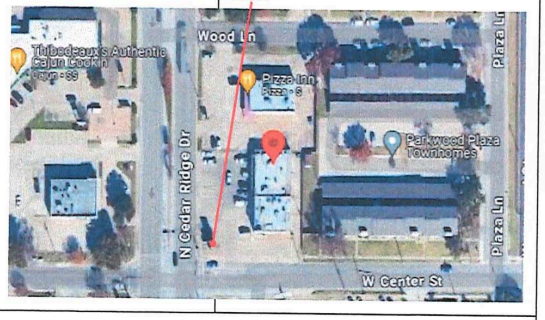
NORTH & SOUTH ELEVATION

EXHIBIT "A"

PROPOSED SIGNAGE: 27.28 SQ FT EACH SIDE

EXISTING SIGNAGE

SIGN



Created for the Approval of:

Sistergirls Kitchen
110 N Cedar Ridge Dr.
Duncanville, TX 75116

Proof Date: 07-08-24

Scope of Work

MANUFACTURE & INSTALL: NEW FACES ON EXISTING D/S POLE SIGN

Face(s): 3/16" White Acrylic
Graphics: Digital Print
Translucent Vinyl

INSTALLATION

-New faces installed on existing double sided pole sign.

EZ SIGNWORKS

This design belongs to EZSignworks and becomes the property of the customer only upon completion of an order, and is not to be used in whole or in part without written permission of EZSignworks - 1184 Explorer St. Unit G - Duncanville, TX 75137 - (469) 888-2068 www.EZSignworks.com - Signs@EZSignworks.com

____ Approved As Is ____ Approved w/Changes ____ Re-Draw w/Changes

Signature _____ Date _____

EXHIBIT "A"

Quote

EZSIGNWORKS
1184 Explorer St Unit G
Duncanville, TX 75137
+14698882068
signs@ezsignworks.com
www.EZSignworks.com

ADDRESS
SISTERGIRLS KITCHEN 108 N Cedar Ridge Dr Duncanville, TX 75116

QUOTE #	DATE	EXPIRATION DATE
1950	07/24/2024	08/31/2024

PAYMENT TERMS
Due in Full Upon Receipt of Invoice

DESCRIPTION
(2) DIGITAL PRINT VINYL SIZE: 14" X 38" (SOUTHERN CUISINE) --- DIGITAL PRINT VINYL SIZE: 18" X 17" --- (1) DIGITAL PRINT VINYL FOR (1) DOOR SIZE: 35"X22" --- VINYL LETTERING TO READ "ENTRANCE" & ARROW GRAPHIC --- INSTALLATION OF VINYL GRAPHICS ON WINDOWS & DOORS is included in price --- SIGN PERMIT is included in price and will be obtained by our company. ---

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration involving extra costs will be executed upon written orders & will be an extra charge. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

EXHIBIT "A"

We propose to furnish items and services according to the above specifications.

ONLY listed items or services above will be provided.
LIGHTING repairs for existing signs are not included unless specifically listed in invoice.
CONDITIONS: Signs remain property of EZSignworks until paid in full. You grant permission to remove/pickup sign/product if unpaid as agreed to invoice terms. Banners are not guaranteed against winds.
NO REFUNDS are allowed due to orders being customized orders.
IF PERMIT REQUIRED - Permits will be submitted within 2 business days of down payment. Signs will be placed in production after sign permit has been issued. Production time will take approximately 2-3 weeks.

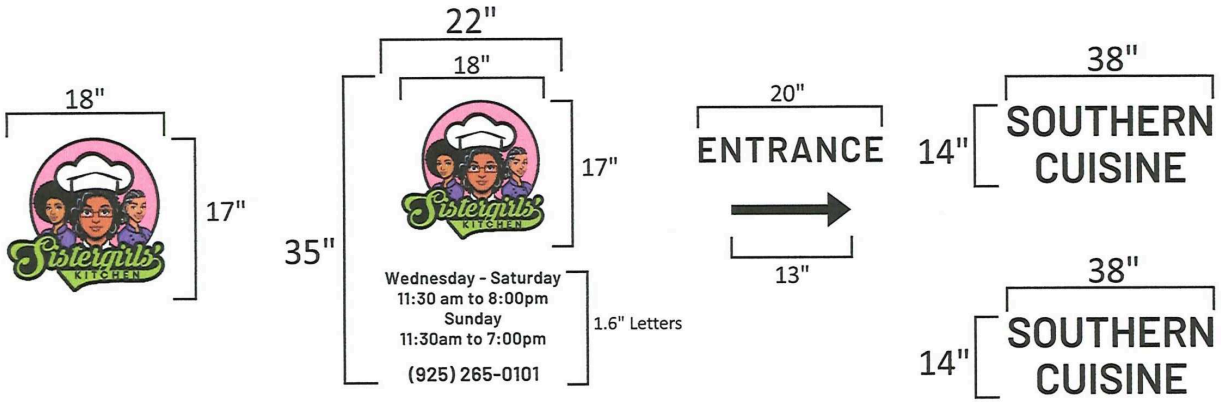
Thank you for the opportunity to provide you with an estimate.

SUBTOTAL	582.50
TAX	17.12
TOTAL	**$599.62**

Accepted By

Accepted Date

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration involving extra costs will be executed upon written orders & will be an extra charge. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.



Created for the Approval of:

Sistergirls Kitchen
110 N Cedar Ridge Dr.
Duncanville, TX 75116

Proof Date: 07-24-24

Scope of Work

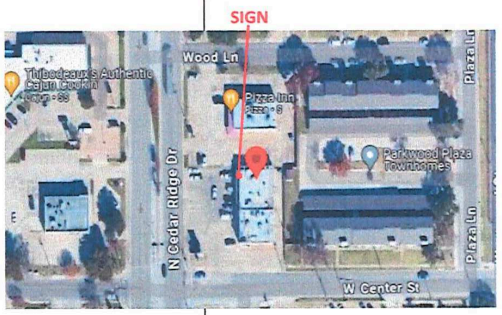
MANUFACTURE & INSTALL: DIGITAL PRINT GRAPHICS ON WINDOWS & DOORS

Material: Digital Print Vinyl

INSTALLATION

-Digital prit vinyl installed direct to windows & doors per drawing.

EXHIBIT "A"



EZ SIGNWORKS

LISTED E477506

TDLR ELECTRICAL SIGN CONTRACTOR 18682

This design belongs to EZSignworks and becomes the property of the customer only upon completion of an order, and is not to be used in whole or in part without written permission of EZSignworks - 1184 Explorer St. Unit G - Duncanville, TX 75137 - (469) 888-2068 www.EZSignworks.com - Signs@EZSignworks.com

___ Approved As Is ___ Approved w/Changes ___ Re-Draw w/Changes

Signature _____ Date _____

EXHIBIT "A"

Fwd: Signage Quote

From: Sistergirls' Kitchen (sistergirlskitchen@gmail.com)

To: reneecook25@yahoo.com

Date: Friday, July 12, 2024 at 01:47 PM CDT

---------- Forwarded message ---------
From: **Julie Cordova** <juliecordova32@gmail.com>
Date: Thu, Jul 11, 2024, 1:28 PM
Subject: Signage Quote
To: <Sistergirlskitchen@gmail.com>

Hi!

This is Julie from G Signs and Graphics. The quote for your sign is $4,500

Julie Cordova
G Signs and Graphics
Office; (972) 925-0407
Gsigns

EXHIBIT "A"

signs manufacturing™

4610 Mint Way, Dallas, TX 75236
(214) 339-2227 (817) 861-1234 f:(214)339-9987
www.SignsManufacturing.com

Sales Order #:**2405210932MC** Preparation Date: **5/21/2024** Your Sales Consultant is **Michael Carlton**

Billing Address		Job / Shipping Address	
Name:	**Rene Cook**	Name:	**Rene Cook**
Company:	**Sister Girls Kitchen**	Company:	**Sister Girls Kitchen**
Address:	**106 N Cedar Ridge**	Address:	**106 N Cedar Ridge**
City, State, Zip:	**Duncanville Tx 75116**	City, State, Zip:	**Duncanville Tx 75116**
PO#:	**5212024**	Email:	**Sistergirlskitchen@gmail.com**
Phone#:		Phone#:	**214-289-7860**

DESCRIPTION

Prepare new sign artwork including measurements, callouts, colors (if known) and a cross-section (if needed) for the customer's approval.

Fabricate 50"x50" (nominal) front-lit channel capsule with "mechanically welded construction (not stapled) and 10 strokes of SolarBrite™ LED lighting.
Multiple colors (digitally printed with non-solvent based, UV cured inks) on 3M vinyl graphics will be used.
2in trimcap will be used, Jewelite with an aluminum core and SolarGuard™ protection (color TBD).
Faces will be 1/8in Lexan™ (or equivalent) (color TBD).
Returns will be 5" deep, made from .060 aluminum (color TBD).
Channel backs will be made of .063 aluminum.

This sign will be UL or ETL Listed for installation anywhere Listing is required (anywhere in Texas).

Survey pole sign cabinet for new faces. Prepare new sign artwork including measurements, callouts and colors (if known) for the customer's approval.

The 3.3' x 8.3' (approximate) sign faces will be removed and disposed of. New sign faces will be provided and installed using the existing attachment method/hardware.

The sign faces will be Plexiglas™ (or equivalent), color will be white.

Digital print with non-solvent based, UV cured inks (3M) will be used on the face of the sign with SolarGuard™ protective clear coating applied to maximize the durability of the graphics.

If the existing hardware is not usable (too old, rusted, falling apart, etc.) then there may be an additional cost to repair or replace it as needed to support the new sign faces.

Door vinyl with logo and store hours.

Prices include drawings, permit work with City and inspections, materials, shop labor, installation, and connection to existing 20AMP circuit.

***YOUR COST*:**	**$8377.00**
EXTENDED WARRANTY:	Additional
ENGINEER'S DRAWING:	Additional if required
INSTALLATION:	Included
ELECTRICAL HOOK-UP**:	Included with install (within 6' of sign)
TOTAL TAX:	**Plus Tax**
PERMITTING FEES:	Additional (at cost) if required
3rd-Party Fees**:	Additional (at cost) if required
LESS DEPOSIT:	**50%**
BALANCE DUE:	Before shipment, delivery or install.

*Monthly payment plans available. 3% Service Fee is charged on credit card payments.

Regulated by the Texas Department of Licensing and Regulation - P.O. Box 12157, Austin, Texas 78711 1-800-803-9202 512-463-6599 | License #TSCL 18015, TSCL 18016, TECL 17503 | www.tdlr.texas.gov

Permit Necessary? YES

CUSTOMER SIGNATURE

Proposal Valid For 7 Days

18% APR WILL BE CHARGED ON PAST DUE BALANCES

SEE TERMS & CONDITIONS (ATTACHED)

Our warranty does not apply to electric signs fed by improper wiring.
Hourly calculations also include travel to/from the job location.

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EXHIBIT "A"

GUARANTIES & WARRANTIES

All Guaranties and Warranties are transferable to subsequent owners of a sign both manufactured and installed by Signs Manufacturing™ so long as all financial and other obligations have been fulfilled.

5-Year Guarantee

If ANY manufactured part of a new lighted sign we manufactured and installed fails in the first 5 years of service, if properly supplied with power, Signs Manufacturing™ will provide BOTH parts and service FREE OF CHARGE. Solarbrite™ LED lamps are included in this guarantee.

Electronic components of the sign which are NOT manufactured by Signs Manufacturing™ are only supported by their manufacturer's warranty, usually one year. Signs Manufacturing™ passes on the component manufacturer's warranty, but does not extend it.

15-Year Appearance Warranty™

The appearance of major outdoor identification signs are warranted not to negatively affect our customer's sales for fifteen years when Signs Manufacturing™ selects all materials and finishes, installs the signage, and the signage is properly maintained. Printed graphics are excluded from this Appearance Warranty™.

15-Year UNBREAKABLE Warranty™

Major outdoor identification signs feature a fifteen year warranty for breakage of the signs plastic faces so long as they remain properly installed in their sign.

You see so many channel letter signs where a single letter face has been replaced, making the entire sign, and the business, appear cheap! Like AT&T used to say to their Yellow Pages customers "If your business is slow, what does your sign look like?" If one of our faces DOES break and replacing only it will prove detrimental to the appearance of your sign we will replace ALL of the faces so that they match.

Lifetime Labor Warranty™

Signs Manufacturing™ Warrants this sign with a LIFETIME Service Warranty™. Our Lifetime Service Warranty™ discounts our normal labor charges 20%, after the initial Guarantee and/or Warranty periods, for a sign both manufactured and installed by Signs Manufacturing™.

We cover your signs for life. It is in our best interests to do everything possible to make your signs last because, even 20 or 30 years down the road, if your sign has a problem we are helping pay for it!

We build quality signs. We know they are the best in the industry. We want to assure you that we are doing everything possible to keep you from ever having an issue with your signs because if you do, it costs us too!

Lifetime Replacement Parts Warranty™

Additionally, after the Initial Guarantee and/or Warranty periods, our LIFETIME Service Warranty™ provides free replacement parts for any part of our signs that we previously replaced that fails within one year of installation. Non-Solarbrite™ lamps are excluded.

Insurance and Assurance

Signs Manufacturing™ is insured, registered, licensed and bonded per City and State regulations, and carries product liability insurance. We offer all our customers to be listed as "Additional Insured" for free on our $4,000,000 insurance policy providing coverage if we default, and as "Additional Insured" on our $25,000,000 Worker's Compensation/Accident Insurance.

Read our Terms and Conditions (attached) for complete and full details.

A guarantee or warranty is only as strong as the people backing it. We are the actual manufacturer, not a middle-man whose goal is to buy a cheaper sign than the one they sell you. Our Lifetime Warranties™ are 45+ years long – so far! (According to official State of Texas records, in their 15 years of record-keeping, over 40% of the electrical sign companies licensed by the State have gone out of business, many lasting less than a year.)

TERMS AND CONDITIONS

1. **PRICING**. The price of the Sign includes material and labor as hereinafter described only. It does not include any costs related to installation or permit costs, city or state taxes, engineer's fees, any landscaping, or any additional charges incurred by landlords or shopping centers unless specifically stated. All orders received by Signs Manufacturing Corporation, hereinafter referred to as Seller, must be accompanied by a fifty percent (50%) down-payment before actual work on the order will begin. The total balance must be paid prior to the day of shipment or installation unless special arrangements have been made in advance and are specified herein. A delivery charge will be required on all delivered orders. Should Purchaser not be ready for delivery when the sign is completed, Seller may require ninety percent (90%) of the total balance to be paid in full. The remainder of the balance will be required upon delivery or at the end of 90 days if still not ready for delivery. Seller is not responsible for undelivered merchandise. Under no conditions will any items be held beyond 90 (ninety) days after manufacturing completion, unless stated in this agreement. A Late Payment Fee of the lesser of 1.5% per month (18% APR) or the maximum rate allowed by law will be assessed on any past due balance. This is a separated Contract (materials, labor, overhead and profit are accounted for separately for sales tax purposes, which MAY save on sales tax.) Our invoices are the controlling part of this contract.

2. **CONSERVE YOUR NEST EGG™ PRICING ALTERNATIVE**. Only if specifically stated in writing will Seller delay the fifty percent (50%) down-payment above and begin the permitting process while Purchaser arranges credit with our advice. Purchaser will provide Seller with a permit processing payment so that the permitting process can begin. This amount is refundable when full-price financing is arranged and the financing company has accepted our deposit billing.

3. **CHANGE REQUESTS**. Changes to this written contract MUST be requested by Purchaser in writing. Verbal changes are not acceptable. Seller assumes no responsibility for improperly communicated changes to this written contract. Changes to this written contract may affect pricing. If there is a discrepancy between the approved art and this contract, the approved art controls.

EXHIBIT "A"

4. **PERMITS, INSPECTIONS AND FEES.** Seller shall, on behalf of Purchaser, and with Purchaser's assistance, attempt to obtain all known public permits, licenses, documentation and inspections required, as of the date of this Sale, for the installation and governmental approval of the Signs, unless otherwise provided herein. This can optionally include filing for a new, or modifying an existing, Certificate of Occupancy. Purchaser appoints Seller and its employees as Attorney-In-Fact (Agent) with full power to represent Purchaser in all matters when dealing with municipalities and contractors. Agent is authorized to agree to all terms and conditions as he shall deem proper. Purchaser shall pay, or promptly reimburse Seller for its payment of such costs and fees. Purchaser acknowledges that modifying permit applications or any additional filings required after original submission incurs additional costs and fees. Purchaser shall obtain and pay for all private permits and permissions which may be necessary for the installation and use of the Signs. Seller will not assume responsibility for the consent of public authorities, owners, or lessee for the installation of sign. Purchaser is responsible for payment for all work performed before all permits are secured, in the event a public or private permit is refused. Seller shall not be obligated to commence manufacturing of the Signs until all necessary permits and licenses have been obtained. Sign permit issuances are based on the Authority Having Jurisdiction's (AHJ) interpretation of ordinances. New interpretations by an AHJ can result in the revocation of issued permits and/or their refusal to issue new permits. Purchaser acknowledges and assumes these risks. Seller assumes no liability for these changes and Purchaser acknowledges additional costs could result and that an AHJ may not allow the project to continue. Cancellation of a permit will not relieve Purchaser of obligations under this Sale. Purchaser shall obtain and pay for all public and private permits, licenses, inspection fees, as well as third-party surveys and any permissions necessary for Seller's removal of the Signs upon the termination or cancellation of this Sale for any reason.

5. **PERFORMANCE.** Upon acceptance of this Sale by Seller, Seller shall diligently begin performance hereunder, it is herein agreed that all deposits or payments are immediately earned and not refundable, but Seller's performance hereunder shall always be subject to any delays resulting from fire, war, earthquake, tornado, flood, strikes, labor disturbance or disputes, breakage, unforeseen commercial delays, acts of God, or circumstances beyond the control of Seller, or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. Purchaser warrants and represents to Seller that the Signs shall not be used for any personal, family, or household purposes whatsoever.

6. **INSTALLATION WORK.** Purchaser is responsible for all electrical and data connections to all signs unless specifically included herein. Purchaser is responsible for providing all pitch-pans and steel necessary to attach sign. Purchaser is responsible for additional charges incurred due to unforeseen conditions including those encountered in digging or drilling. Any included electrical hook-up assumes adequate and easily accessible existing power. Seller is not responsible for roof penetrations. Removed items (old signs, fixtures, etc.) will be disposed of without compensation to Purchaser unless otherwise specified on the Sales Order.

7. **SPECIALLY FABRICATED MATERIALS.** The material requested will be specially fabricated by Seller for use on the project or property specified, and may not be suitable for another use. Seller hereby notifies Purchaser and any other party provided a copy of this contract that an order for specially fabricated material has been received and accepted. The amount of the order is reflected herein. Purchaser acknowledges receipt of the foregoing notice and hereby waives any statutory requirement for service of such notice by certified or registered mail.

8. **GUARANTIES & WARRANTIES.** All Guaranties and Warranties herein contained are transferable to Subsequent Owners of a sign both manufactured and installed by Seller so long as all financial and other obligations of Purchaser are current and the Subsequent Owner confirms that all remaining obligations will be fulfilled. Lifetime Service Warranty discounts Sellers normal labor charges 20%, after the initial Guarantee & Warranty periods, for a sign both manufactured and installed by Seller. The appearance of major outdoor identification signs (excluding printed graphics) is warranted not to negatively affect Purchaser's sales for at least fifteen years when Seller selects all materials and finishes, installs the signage, and the signage is properly maintained. Additionally major outdoor identification signs feature a fifteen year warranty for breakage of the signs plastic faces so long as they remain properly installed in their sign. If any non-electric part of an electrical sign both manufactured and installed by Seller fails in the first five years of service, Seller will provide parts and service at no charge. Solarbrite™ LED lamps in a new sign are warranted for five years. If any electronic part of a properly powered electrical sign both manufactured and installed by Seller fails in the first year of service, Seller will provide parts and service at no charge. Programmable LED Signs feature a five year parts Warranty. Other new signage both manufactured and installed by Seller carries a ninety day workmanship Guarantee, all effective from our installation date. Extended Warranties, when purchased, extend the initial Warranty on Programmable LED Signs to six years total for both parts and service, three years on other lighted signs. The Forever™ Guarantee provides coverage of all parts and service costs for the life of the agreement specified in the contract. At one time specified by Purchaser (or sooner if replacement parts become unavailable) all (affected) component parts of the sign will be replaced if Purchaser purchased the Forever™ Guarantee and is not in default. If Purchaser purchases a replacement sign from Seller during the term of the Forever™ Guarantee, Seller may at its sole discretion assign a portion of the accumulated payments under the Forever™ Guarantee to the cost of the new sign. Forever™ Guarantee renewal rates may vary. All Guarantees and Warranties are offered based on standard conditions. Nonstandard conditions may incur additional costs to Purchaser. Signs may need to be removed and returned to our facilities in Dallas for work to be performed; if this is not possible for any reason Purchaser may incur additional costs. There is no Guarantee or Warranty if the electrical system supplying power to an illuminated sign does not meet the requirements of the current National Electrical Code and if grounding rods are not installed for outdoor Programmable LED Signs. No Guarantee or Warranty covers damage resulting from accidents, fire, war, earthquake, tornado, high winds, hail, flood, strikes, labor disturbance or disputes, breakage, bullet or projectile damage, acts of God, power surges, brownouts, wear and aging, or circumstances beyond the control of Seller including, but not limited to, the color uniformity of LED lamps, electronic-component dimming (aging), or negligence or deliberate act of Purchaser, its agents, employees, contractors, or third parties. An LED lamp failure rate of one-tenth of one percent (0.1%) is considered an acceptable failure rate for LED signs. Seller provides a one year Warranty on any parts we replace in our signs, non-Solarbrite™ lamps excluded. All parts replaced in competitive signs are excluded from Seller's Warranty. Seller will assist Purchaser in obtaining any available warranty repair and/or replacement parts from parts/components Suppliers, including parts/components of competitive signs serviced, but the parties understand and agree that Seller is not responsible or liable in any way for providing Suppliers warranty, warranty service, or replacement parts. These Guarantees and Warranties become void immediately should Purchaser not adhere to the conditions of this Sale, including complete payment within thirty days of installation. Seller is not responsible or liable in any way for breakage or damage to sign after installation has been completed. The Seller's Guarantee and Warranty become void should anyone other than a Seller employee perform any work on a sign, other than electrical work related to installation of sign. The parties understand and agree that **THE EXPRESS GUARANTEES AND WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, AND SUCH GUARANTEES AND WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT, FURNISH, INSTALL OR MAINTAIN SIGNS SUITABLE FOR ANY PARTICULAR PURPOSE (including, but not limited to, the resolution of LED signs) AND THAT THERE ARE NO GUARANTEES OR WARRANTIES WHICH ARE NOT CONTAINED IN THIS SALE.**

9. **UNAUTHORIZED MODIFICATIONS.** Seller shall not be responsible for any alterations or modifications to a sign after installation. Purchaser agrees to indemnify and hold Seller harmless from any liability that may result from any alteration or modification, including without limitation liability for violations of city, state or federal ordinances, regulations laws, or statutes.

10. **DEFAULT BY PURCHASER.** This Sale may not be unilaterally terminated by either party; provided, however, that if Purchaser shall fail to pay as agreed, Seller may, at its sole option and without demand or notice to Purchaser, cancel this Sale and remove the Signs. In such event, all amounts shall remain immediately due and payable together with all past due amounts and any other amounts due hereunder. Purchaser agrees to pay to Seller all such amounts, plus any other amounts due to Seller under this Sale, which aggregate sum Purchaser agrees shall constitute the actual liquidated damages Seller shall have sustained by reason of Purchaser's default under this Sale and not a penalty. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred by Seller to recover damages in connection with this Sale. Upon the termination or cancellation of this Sale for any reason, Seller may enter upon the premises where the Signs are located and remove the Signs to Seller's facilities in Dallas, or elsewhere, and Seller shall have no obligation to replace, restore or repair any property, item, fixture, structure or part of the premises which was affected by the installation and/or maintenance of the Signs. In the event Seller removes the Signs pursuant to the provisions of this Paragraph, Purchaser shall pay to Seller all of the expenses of removal, as well as reinstallation.

11. **OWNERSHIP.** Purchaser expressly agrees and understands that at all times title and ownership of the Signs shall remain vested with Seller and the Signs shall be the sole and exclusive property of Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser acknowledges that the Signs are and shall remain personal property even if installed or attached to real property and that the Signs shall not be or become, or be deemed to be, fixtures or appurtenances to real property because of installation or attachment thereto, and that the Signs shall be severable from such real property by Seller until such time as all financial and other obligations of Purchaser created by this Sale have been fulfilled. Purchaser grants to Seller the right to photograph Purchaser and Purchaser's property and to use pictures, photographs, silhouettes and other reproductions of Purchaser's physical likeness and/or Purchaser's property. Purchaser agrees and covenants that any and all drawings, designs, diagrams, plans and specifications, technical descriptions, illustrations, blueprints, schematics, software, computer programs, programming software, brochures, schedules, cost-price analyses, terms and conditions, and any other work product or data which are prepared by Seller (the "Documents") in connection with the construction, installation, erection, or maintenance of the Signs, or the labor, materials and equipment in connection therewith, are to be returned to Seller by Purchaser upon request, may not be copied or reproduced in any form without written permission first obtained from Seller, and are to remain the special and unique property and proprietary and confidential information of Seller. Purchaser covenants and agrees that Purchaser shall not, directly or indirectly, incorporate, implement, abridge, employ or otherwise use any portion or all of the Documents with respect to any other signs, electric advertising signs, or any other project which Purchaser or any third party may thereafter construct, install, erect, maintain, purchase or lease at any time. Purchaser further agrees and covenants that Purchaser will use its best efforts and exercise utmost diligence to protect and safeguard the Documents. All trademarks associated with a sign manufactured by Seller remain the exclusive property of their respective owners, including all trademarks owned by Signs Manufacturing and Maintenance Corporation, Signs Sales Corp., Sign Marketing, Incorporated, and Solar Finishes, Inc. In the event of a breach or threatened breach by Purchaser of the covenants of this Paragraph, Seller, Signs Manufacturing and Maintenance, Signs Sales, Solar Finishes, and Sign Marketing shall be entitled to relief by injunction or otherwise, in addition to all other remedies, both legal and equitable. Purchaser agrees and covenants that all covenants of this Paragraph shall continue in full force and effect so long as a possibility of the breach by Purchaser of such covenants or any term or condition of this Sale exists.

12. **LIMITED LIABILITY. PURCHASER AGREES AND AFFIRMS THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, IS LIMITED AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. SELLER'S LIABILITY, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE LESSER OF $50,000 OR THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.**

13. **LAW AND FORUM FOR DISPUTES.** This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions. Venue of any claim or dispute arising from this Agreement shall be in any state or federal court located in Dallas County, Texas. Purchaser agrees to submit to the personal jurisdiction of the courts located within Dallas County, Texas for the purpose of litigating all such claims or disputes.

14. **OTHER.** This Sale is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, but the obligations of Purchaser hereunder shall not be assigned, assignable or transferable, through operation of law or otherwise, without the prior written consent of Seller. Any assignment shall be expressly subject to all terms and provisions of this Sale. In the event of any assignment, Purchaser shall remain fully liable for the full performance of all Purchaser's obligations under this Sale. Purchaser herein acknowledges that Seller is not responsible for content Purchaser displays on any sign, and will hold Seller harmless and indemnify any loss due to action of law. No waiver by either party of the breach or nonperformance of any provision of this Sale shall be construed to be, or operate as, a waiver of any subsequent breach or nonperformance hereof. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any notice required to be given hereunder shall be addressed to the other party at its address set forth in this Sale, or at such other address as such other party may from time to time by such written notice designate to the other. Purchaser's acceptance of this Sales Order and these Terms and Conditions is acknowledged by Purchaser's signature or written initials on this document, approval by fax or email, filing a lease application, by written or verbal approval of drawings or other Work Product prepared by Seller if requested by Purchaser in writing, or by payment of a deposit. We are regulated by the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov. License# TSCL 18015, TSCL 18016, TECL 17503.

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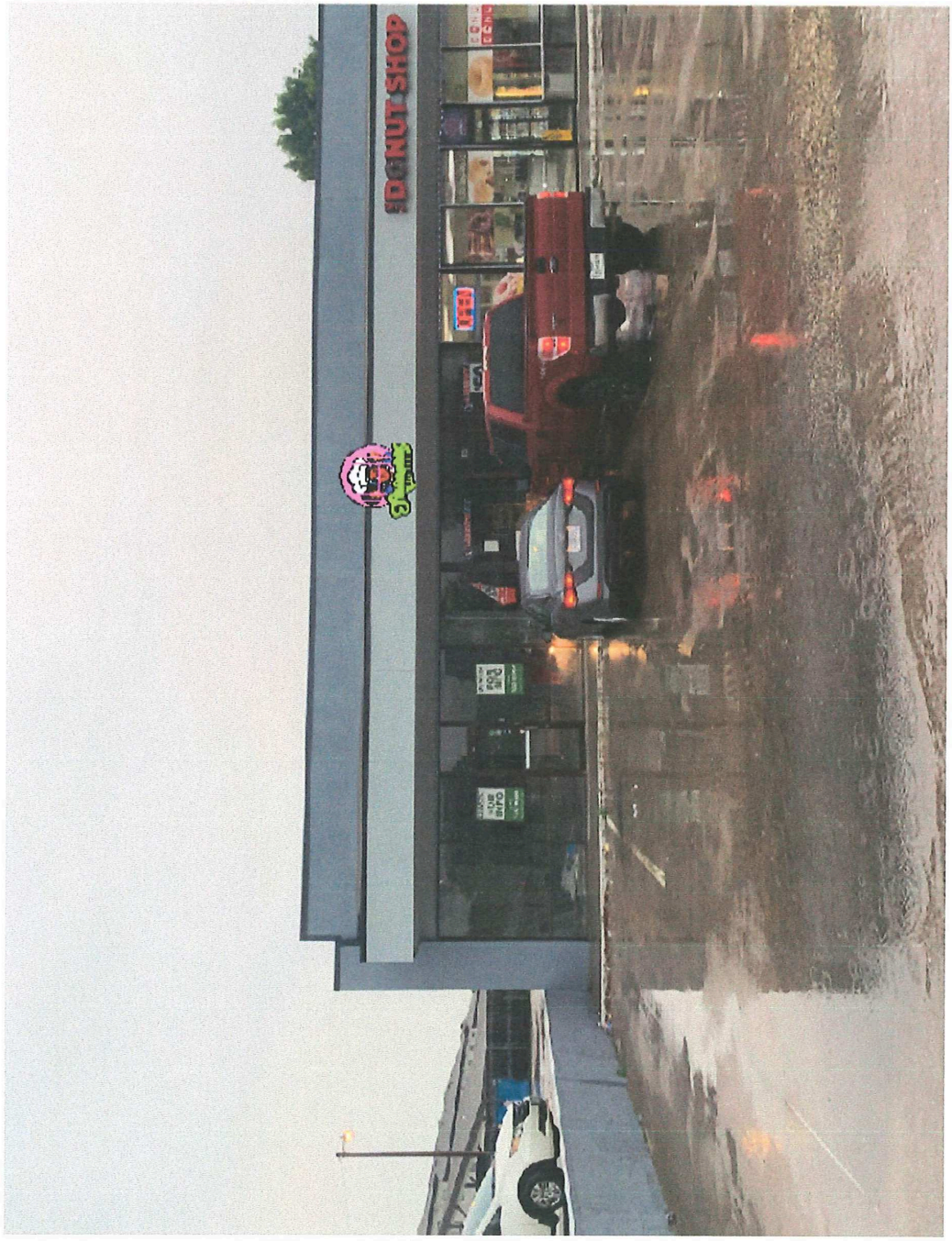


Grease Trap

EXHIBIT "A"

1444 North Central Expy
McKinney, TX 75070
(866) 487-9911

REMIT TO:
Lawton Commercial Services
PO Box 1179
McKinney, TX 75070

BILL TO
Sister Girls Kitchen
108 North Cedar Ridge Drive #110
Duncanville, TX 75116 USA

Josh Campbell M37980
Texas State Board of Plumbing Examiners
PO Box 4200 Austin, TX 78765
1-800-845-6584
www.tsbpe.texas.gov

ESTIMATE	ESTIMATE DATE
103598467	Jul 25, 2024

JOB ADDRESS
Sister Girls Kitchen
108 North Cedar Ridge Drive #110
Duncanville, TX 75116 USA

Job: 103526379
Technician: Juan Terrazas
Technician: Robert Juliano

ESTIMATE DETAILS

Install Grease Trap: Remove grease trap in building and redirect drain lines to back of building. Saw cut and break concrete floor in building and exterior at back of building to install and direct grease lines to new trap to be installed. Use sch. 40 PVC pipe and fittings to run drain lines from fixture drains in kitchen to new trap.
After inspection, backfill soil and pour back concrete in trenches and over grease trap.
Not responsible for floor or wall repair or replacement. Any unforeseen repairs or modifications necessary to complete the project not included in this bid will be additional.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
SF1	(A) Service Fee: Service Fee	1.00	$104.00	$104.00
PERMIT	City Pemit: Process and handling of city permit	1.00	$350.00	$350.00
LB1	Labor Rate (7am-6pm): Per hour charge between the hours of 7 am and 6 pm	32.00	$159.00	$5,088.00
ALB	Apprentice Labor: Apprentice Labor	32.00	$105.00	$3,360.00
ALB	Apprentice Labor: Apprentice Labor	32.00	$105.00	$3,360.00
SUB	Subcontractor: Excavation and Concrete Subcontractor	1.00	$11,205.00	$11,205.00

EXHIBIT "A"

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
GENMAT	Grease Trap Delivery and Set Test Well and Lid Risers	1.00	$16,207.52	$16,207.52
GENMAT	PVC Pipe and Fittings	1.00	$2,960.84	$2,960.84

POTENTIAL SAVINGS	$0.00
SUB-TOTAL	$42,635.36
DUNCANVILLE 2%	$852.71
STATE 6.25%	$2,664.71
TOTAL	$46,152.78

Thank you for choosing Lawton Commercial Services

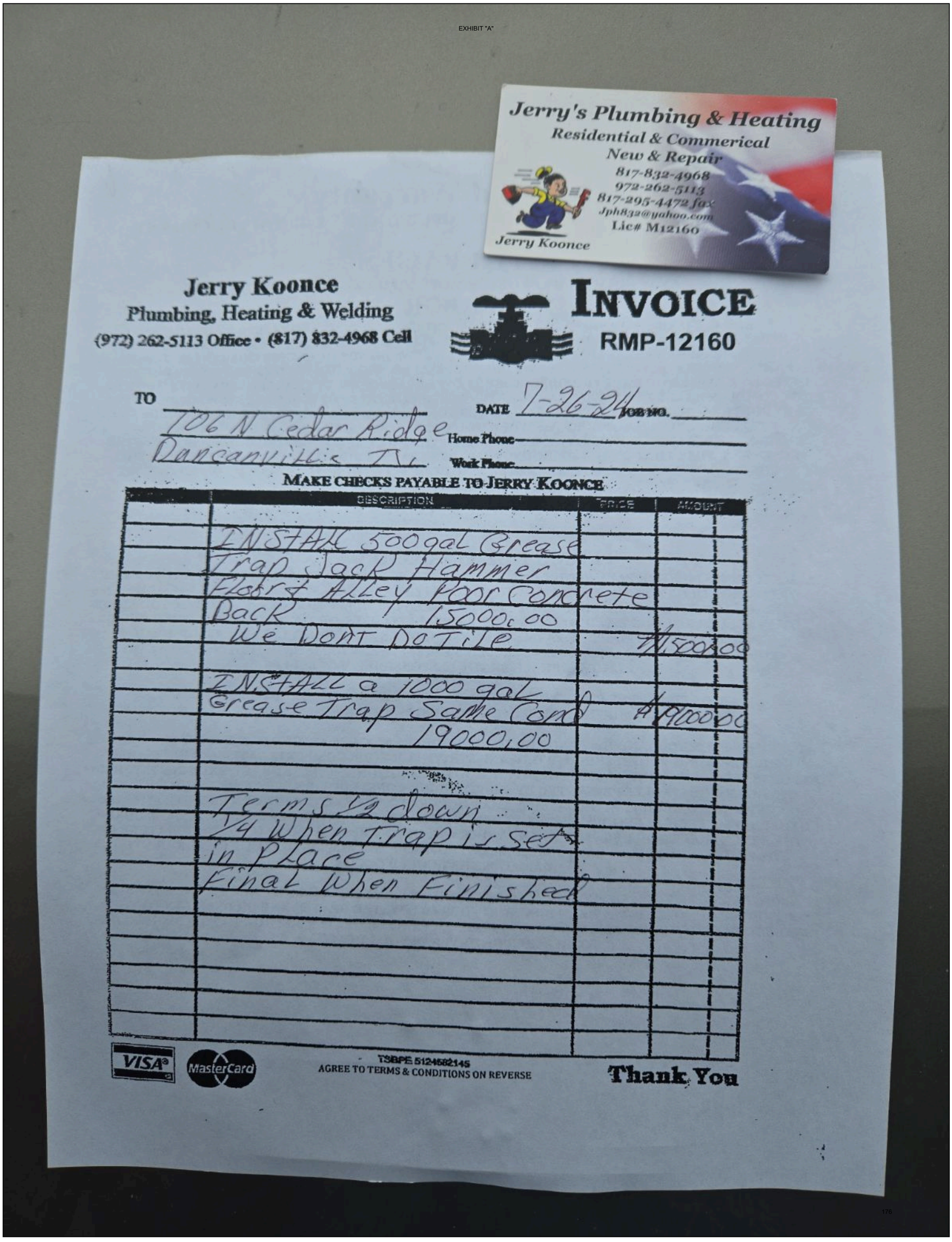
CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Lawton Commercial Services (hereby referred to as LCS) as a good faith estimate of work to be performed at Sister Girls Kitchen and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Due to the volatility of material pricing, LCS's vendors are not guaranteeing their prices after (7) days. Therefore, LCS reserves the right to review pricing for (7) days. Due to the COVID-19 pandemic, please be informed that some manufacturing and lead times of equipment and materials may be affected, which is out of LCS's control, and could impact the schedule. Also, due to the current economics and limited resources, some materials and equipment may not be able to be acquired due to shortages which can impact the schedule, which is out of LCS's control and cannot be held responsible for.

Sign here Date

EXHIBIT "A"



Jerry Koonce
Plumbing, Heating & Welding
(972) 262-5113 Office • (817) 832-4968 Cell

INVOICE
RMP-12160

TO 106 N Cedar Ridge
Duncanville TX

DATE 7-26-24 JOB NO.
Home Phone
Work Phone

MAKE CHECKS PAYABLE TO JERRY KOONCE

	DESCRIPTION	PRICE	AMOUNT
	INSTALL 500gal Grease Trap Jack Hammer Floor & Alley Poor Concrete Back 15000.00 We Dont Do Tile		15000.00
	INSTALL a 1000 gal Grease Trap Same Cond 19000.00		19000.00
	Terms 1/2 down 1/4 When Trap is set in Place Final When Finished		

VISA MasterCard

TSBPE 5124582145
AGREE TO TERMS & CONDITIONS ON REVERSE

Thank You

EXHIBIT "A"

ESTIMATE

Michael Clayton
All-Metro Plumbing
512 N. Hampton Rd.
Desoto, Texas 75115
Texas State # M-38989
Tsbpe P.O. Box 4200
Austin, Texas 78765-4200

Renee Cook
Cedar Ridge
Duncanville Texas

Estimate # 00032110

Estimate Date 07/26/2024

Item	Description	Unit Price	Quantity	Amount
	The concrete double lid grease trap 1000 gal. with sample well.	10000.00	1.00	10,000.00
	Demo and excavate ground ,	5000.00	1.00	5,000.00
	Install new grease trap with gravel and other material to set it	5000.00	1.00	5,000.00
	Repair concrete in alley and haul off all debris from installation	5500.00	1.00	5,500.00

Subtotal	25,500.00
+ Tax (8.25%)	2,103.75
Total	27,603.75
Amount Paid	0.00
Estimate	$27,603.75

EXHIBIT "A"

Sistergirls' KITCHEN

Sistergirls' KITCHEN

108 N. Cedar Ridge Dr
Duncanville, TX 75116

945-265-0101
sistergirlskitchen.com
sistergirlskitchen@gmail.com

Allow 24-72 Hours For Catering Orders

Special Events

* Baby Showers
* Graduations
* RePass
* Weddings
* Quinceañera
* Family Reunions

We also Cater to any and all events.

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EXHIBIT "A"

Menu

Sistergirls does not COOK IN PORK!

All meals include 2 Vegetables and Cornbread or a Dinner Rolll

BEEF	Meat Only	Meal
Beef Tips w/Rice	$9.50	$19.00
Meat Loaf	$7.65	$15.45
Oxtails w/Rice	$21.95	$32.95
Salisbury Steak	$7.65	$15.45
Short Ribs	$21.95	$29.65

CHICKEN	Meat Only	Meal
Baked Chicken w/Dressing	$8.25	$15.95
Chicken Tetrazzini	$8.25	$15.95
Turkey Wings	$11.00	$20.50

PORK		
Pig Feet	$9.50	$19.00
Neckbones	$9.30	$18.80

FRIED FOODS	Meat Only	Basket 1 Side	Meal 2 sides
Catfish	$10.00	$14.75	$19.30
Chops/Smoothed	$9.30	$14.05	$18.80
Chicken Fried Chicken	$9.30	$14.05	$18.80

GRILLED			
Catfish	$10.00	$14.75	$19.30
Pork Chops	$9.30	$14.05	$23.50
Chicken	$9.30	$14.05	$23.50

SIDES $4.75 ea

Cabbage
Fries
Fried Okra
Greens
Greens Beans
Hush Puppies (6)
Mac & Cheese
Mashed Potatoes
Purple Hull Peas
Yams
Veggie Plate $14.25

DESSERTS

Banana Pudding	$6.25
Chess Pie	$4.25
Germany Chocolate Cake	$6.25
Sweet Potato Pie	$4.25
Pound Cake	$5.00
Sweet Potato Pie	$4.25
Specialty Cakes	$6.25

DRINKS

Kool-Aid or Tea.....$2.00
Soda.....$2.00
Cup Of Ice.....$1.00

SPECIAL ORDERS ALLOW 24 HOUR NOTICE PLEASE

Whole Cakes **Whole Pies**

Specialty Cakes

Sistergirls' KITCHEN
108 N. Cedar Ridge Dr
Duncanville, TX 75116

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Consider a Resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Ferrante Hair Studio in an amount not to exceed $10,500 for a building located at 807 S. Main Street, Duncanville, Texas 75137.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
Ferrante Hair Studio has been in Duncanville, TX for 21 years. The building and business have been owned and operated by Giuliano & Lorena Ferrante since 2003.

The current landscaping is in place but does not effectively enhance the Main Street corridor, as it is set too far back from the street. It is recommended to award the grant for landscaping improvements and include additional funds to extend the landscaping closer to the street, maximizing its impact on the area. The proposed plants are perennials, and he intends to plant them in the Spring.

The property owner clarified that an irrigation system was already in place when they purchased the property.

POLICY EXPLANATION:
The application by Ferrante Hair Studio was approved by the DCEDC on October 28, 2024, for incentive grants totaling $10,500.00. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget	Purchase Amount	After Encumber
$1,050,106.81	$10,500.00	$1,039,606.81

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2024-361 - Approval of Ferrante Hair Studio DCEDC Incentive Grant
Ferrante Hair Studio Complete Application
Ferrante Hair Studio Bid Sheet
Landscape Quote
Landscape Quote 2

RESOLUTION NO. 2024-361

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO FERRANTE HAIR STUDIO FOR LANDSCAPING, IN AN AMOUNT THAT SHALL NOT EXCEED $10,500.00 FOR A BUILDING LOCATED AT 807 S MAIN STREET, DUNCANVILLE, TX 75137 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, Ferrante Hair Studio, is seeking to enhance the landscaping on the property located at 807 S. Main Street, Duncanville, Texas 75137; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants for landscaping in an amount not to exceed ten thousand, five hundred dollars and zero cents ($10,500.00); and

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive grant by the Duncanville Community and Economic Development Corporation to Ferrante Hair Studio for reimbursement of improvements made for landscaping in an amount not to exceed ten thousand, five hundred dollars and zero cents ($10,500.00), which is attached hereto and incorporated herein as Exhibit 'A'; 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. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of January 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Incentives & Grants Assistance Application

Property Owner GILLIAN & LORENA FERRANTE
Mailing Address 807 S. MAIN ST.
City DUNCANVILLE State & Zip TX 75137
Phone (214)673-2826 Fax N/A Email JULES.FERRANTE@ESSIINC.NET

Project Representative SAME AS ABOVE
Mailing Address
City State & Zip
Phone

Business Name FERRANTE HAIR STUDIO
Property Address 807 S. MAIN ST. DUNCANVILLE, TX 75137
Will You Lease or Own the Property? OWN Legal Incorporation (Sole Proprietor, LLC, etc) LLC.
Type of Business HAIR SALON Years in Business 22 YRS.
Business Plan and Portfolio Available? N/A (If yes, please attach)

Project Description
LANDSCAPING
SIGNAGE

Square footage of Project: Date Projected for Occupation of Project/Initiation of Operations N/A

Fiscal Impact / Financial Background
Current Real Property Value $ 550,000 ±
Estimated Property Investment (if applicable) $ TBD
Current Sales / Gross Receipts / Revenue Generated $ 85,800/YR.
Additional Revenue to be Generated from Business Expansion (if applicable) $ N/A
Sales Growth Expectations: Year One N/A Year Two N/A Year Three N/A
Projected Total Annual Operating Budget of this Facility $ ± $ 50,000/YR.
Business Liabilities $ NONE
What infrastructure construction would be required? NO INFRASTRUCTURE - JUST LANDSCAPING & ROAD SIGNAGE.
Interior Investments $ N/A Exterior Investments $ N/A

Are you entering into a Loan? NO If yes, please answer the following:
Loan Amount $ N/A
Down Payment $ N/A
Construction Price of Improvements or Buildings $ N/A
Lending Institution N/A
Lender's Address N/A
Lender's Contact Person N/A

Employment Impact
Total Number of Jobs 12 Total Annual Payroll $ N/A (STATIONS ARE LEASED TO INDEPENDENT CONTRACTORS)
Type of Jobs Created HAIR STYLIST, NAIL TECHNICIAN, FACIALS
Percentage of Employees who will be Duncanville Residents 12%
Number of Full-time Employees 12 Number of Part-time Employees Ø

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ Business Retention and Expansion Grant

Amount Requested $ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ Paint Grant

Amount Requested $ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

☒ **Landscape Grant** Amount Requested $ 10,500.00

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☒ **Signage Grant** Amount Requested $ TBD

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant** Amount Requested $ _____

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ **Pavement Grant** Amount Requested $ _____

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant** Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

☐ **Infrastructure Grant** Amount Requested $ _____

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☐ **Other Incentive**_____ Amount Requested $ _____

_____

_____

Total Grant Amount Requested $ _____

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Gilliano Ferrante **Date** 7/10/24

Signature _____

Duncanville
City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

FERRANTE
Hair Studio

City of Duncanville
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

Attn: Jeremiah Brewer, MPA

My name is Giuliano (Jules) Ferrante, and we have owned this location (807 S. Main Street) since August 2002. We are interested in the Incentives & Grants Assis Application for our landscaping and road sign. We are trying to keep our building up to par for our evolving clientele basis as well as our loyal stylists/barbers that have been with us for a long time. Our goal is to keep the building value as high as possible and we feel like this program would be a great opportunity for us to accomplish that goal.

Please reach out to me directly should you have any questions regarding our application. We appreciate the city's willingness to help existing businesses with these types of programs, I believe it's a win-win situation for everyone involved.

Respectfully,

Giuliano (Jules) Ferrante
Owner

Roland's Nursery & Landscape

2242 N Hwy 77
Waxahachie TX, 75165
Office (972) 923-3432
Fax (972) 923-3433

Jorge's Cell 469-658-6300

Email: roland@rolandsnursery.com

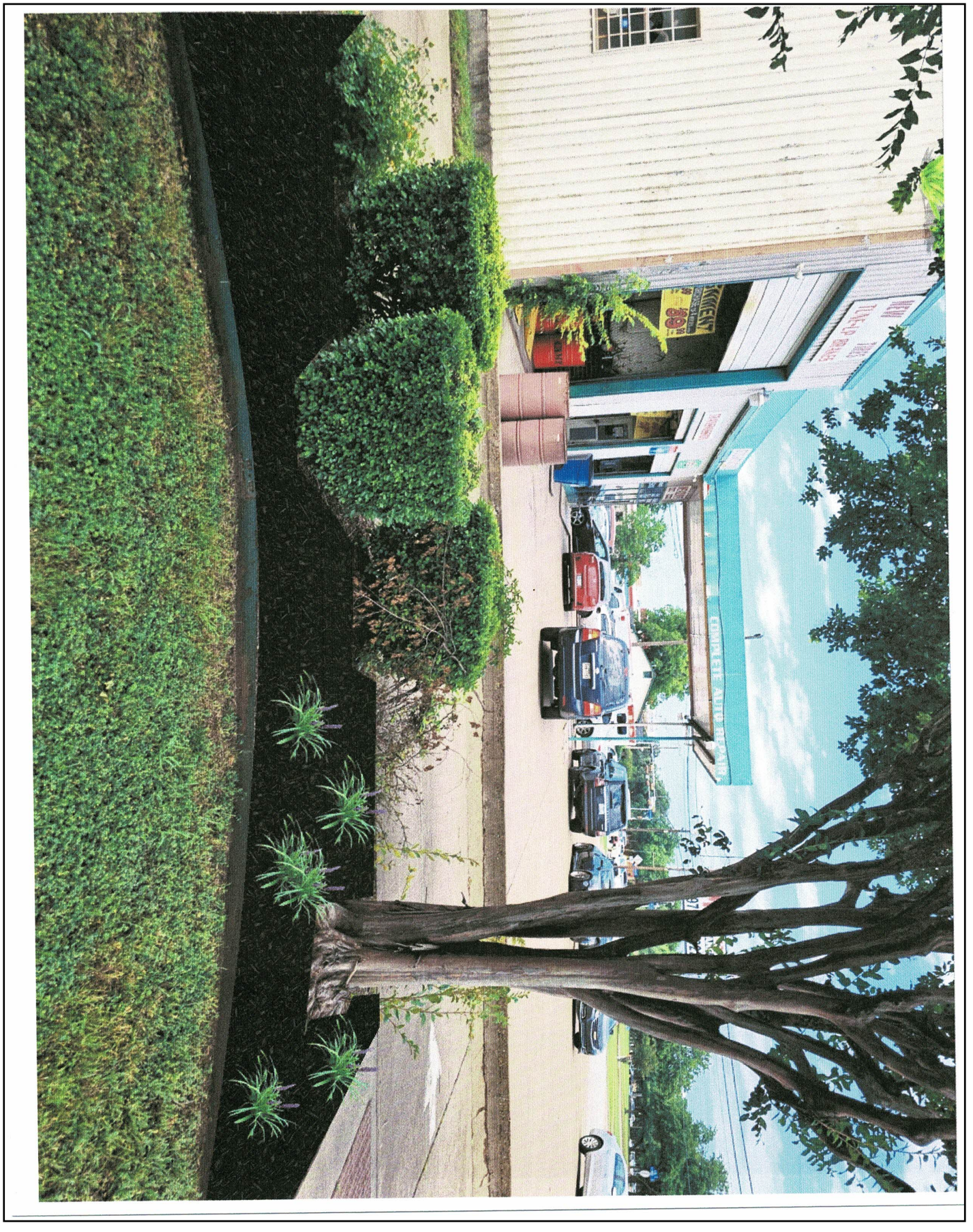
Tax rate 8.25%

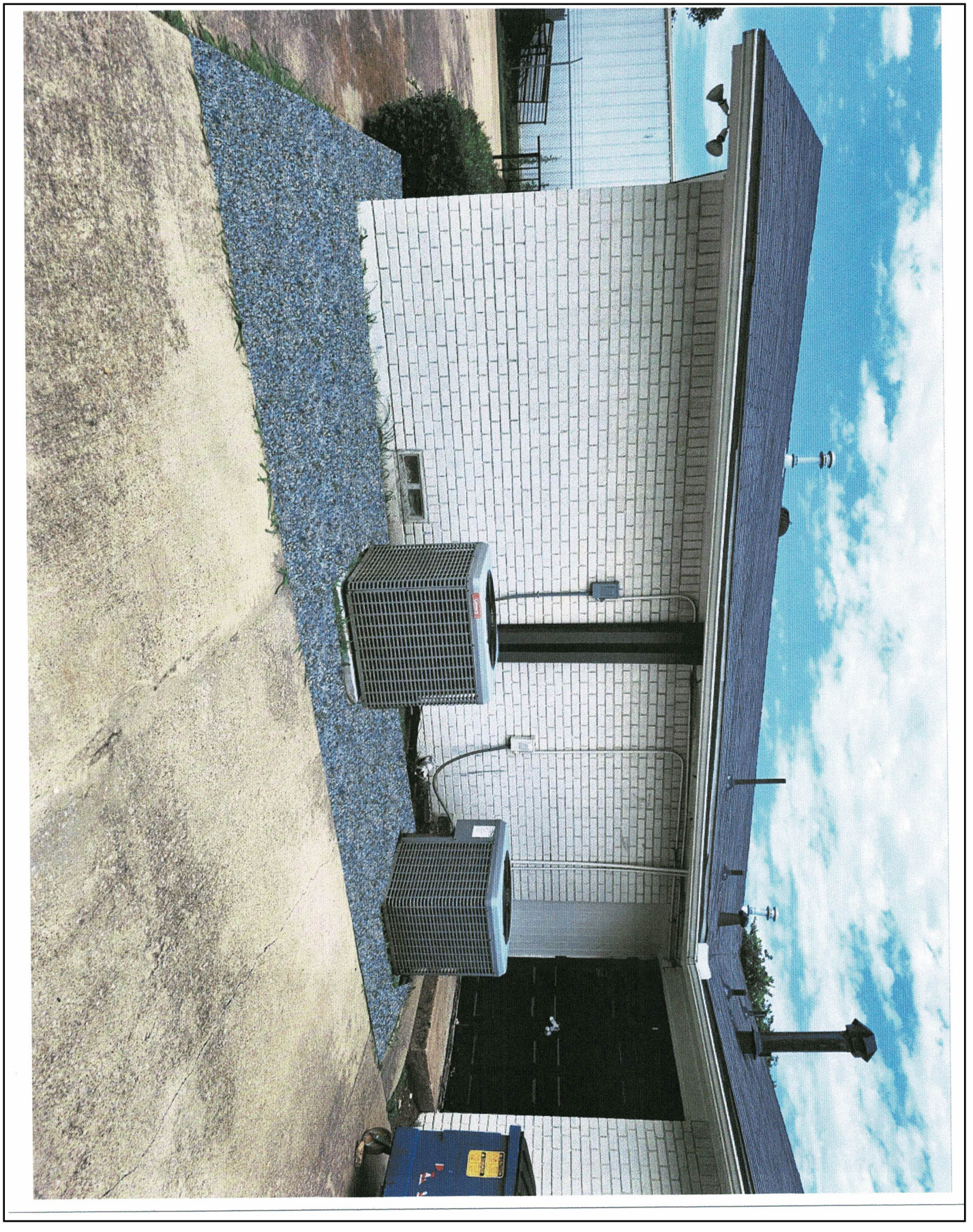
To: Ferrante Shop
Job Site:
Phone:
Fax:
E-mail:
Date 6/10/2024

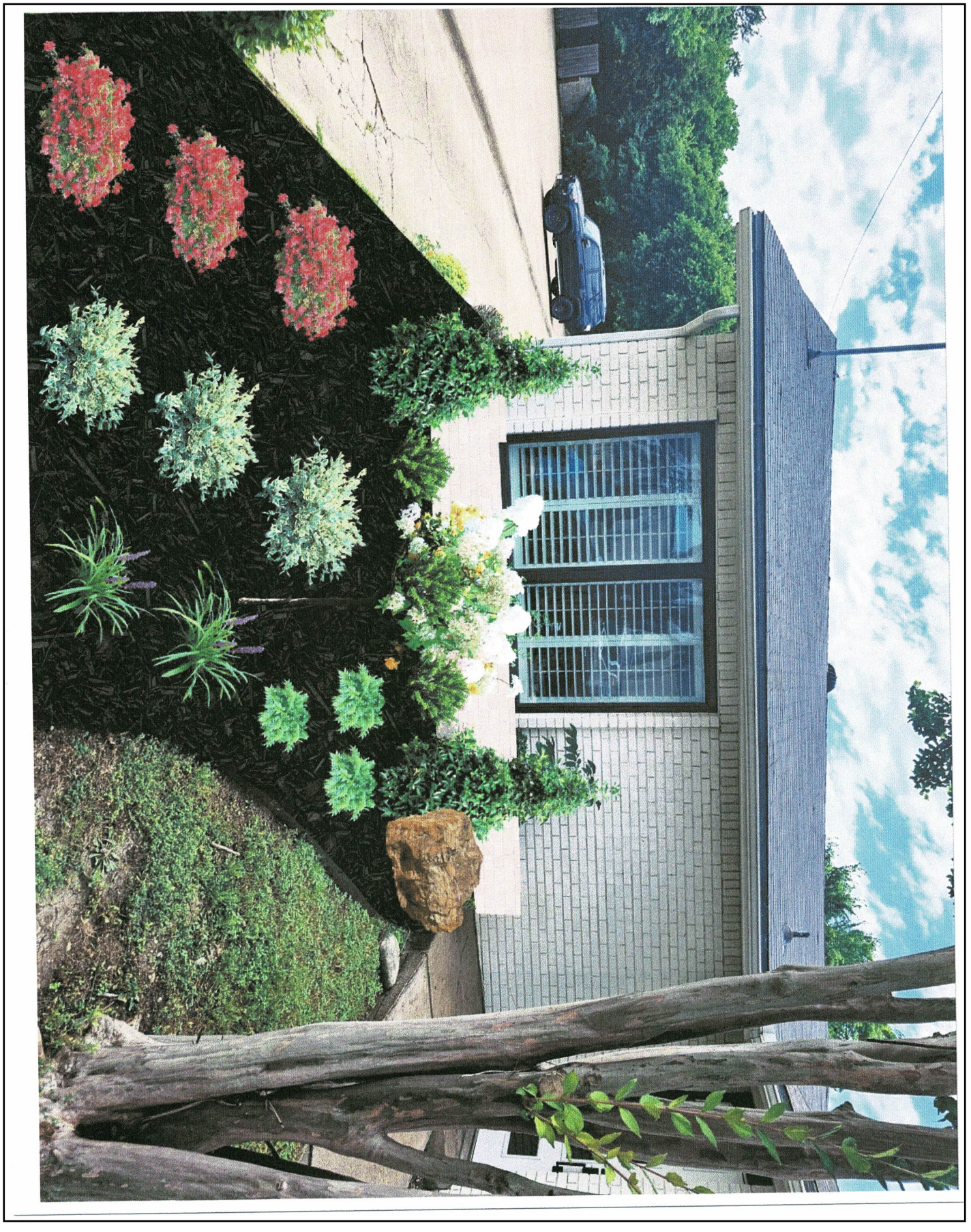
Landscape

Quantity	*Size*	*Product*	*Unit Price*	*Total*
2	15 gal	Holly	$ 199.50	$ 399.00
12	3 gal	Red Drift Rose	$ 29.95	$ 359.40
13	3 gal	Abelia	$ 29.95	$ 389.35
15	3 gal	Liriope	$ 29.95	$ 449.25
4	3 gal	Macho Fern	$ 29.95	$ 119.80
3	3 gal	Boxwood	$ 29.95	$ 89.85
1	7 gal	Hydrangea Tree	$ 199.95	$ 199.95
1	Pallet	Moss Rock Boulder	$ 399.95	$ 399.95
15	1 gal	Perennial	$ 9.95	$ 149.25
3	3 gal	Foxtail Fern	$ 29.95	$ 89.85
2	15 gal	Spiral Juniper	$ 399.95	$ 799.90
1	7 gal	Rose Tree	$ 149.95	$ 149.95
8	3 gal	Hawthorn	$ 29.95	$ 239.60
8	1 gal	Hosta	$ 14.95	$ 119.60
1	15 gal	Tamukeyama Maple	$ 399.95	$ 399.95
3	3 gal	Nandina	$ 29.95	$ 89.85
4		Macho Fern	$ 29.95	$ 119.80
1	Yard	Black Star Granite	$ 275.00	$ 275.00
1		Weed Fabric	$ 100.00	$ 100.00
1		Labor	$ 3,000.00	$ 3,000.00
110		Black Mulch	$ 4.00	$ 440.00
				$ 8,379.30
			Tax	$ 691.29
			Total	$ 9,070.59

807

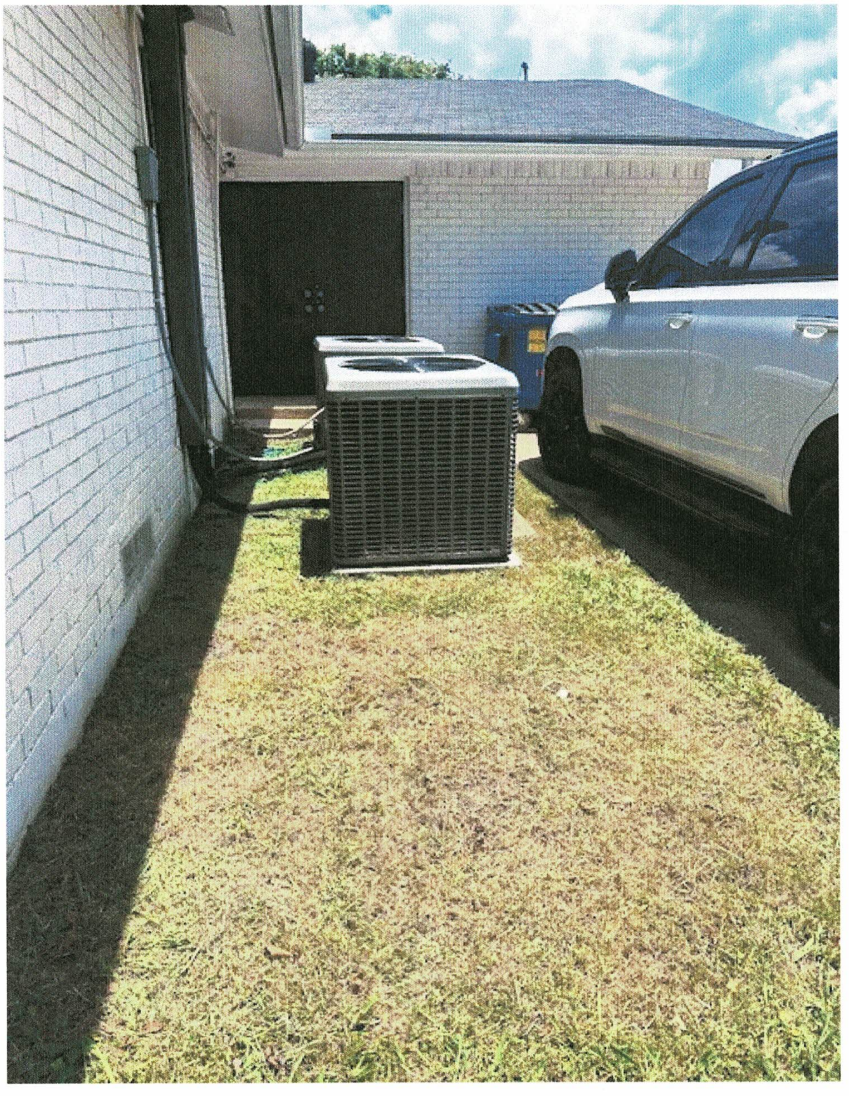






Jules Ferrante

From: Jules Ferrante
Sent: Wednesday, July 10, 2024 2:04 PM
To: Jules Ferrante



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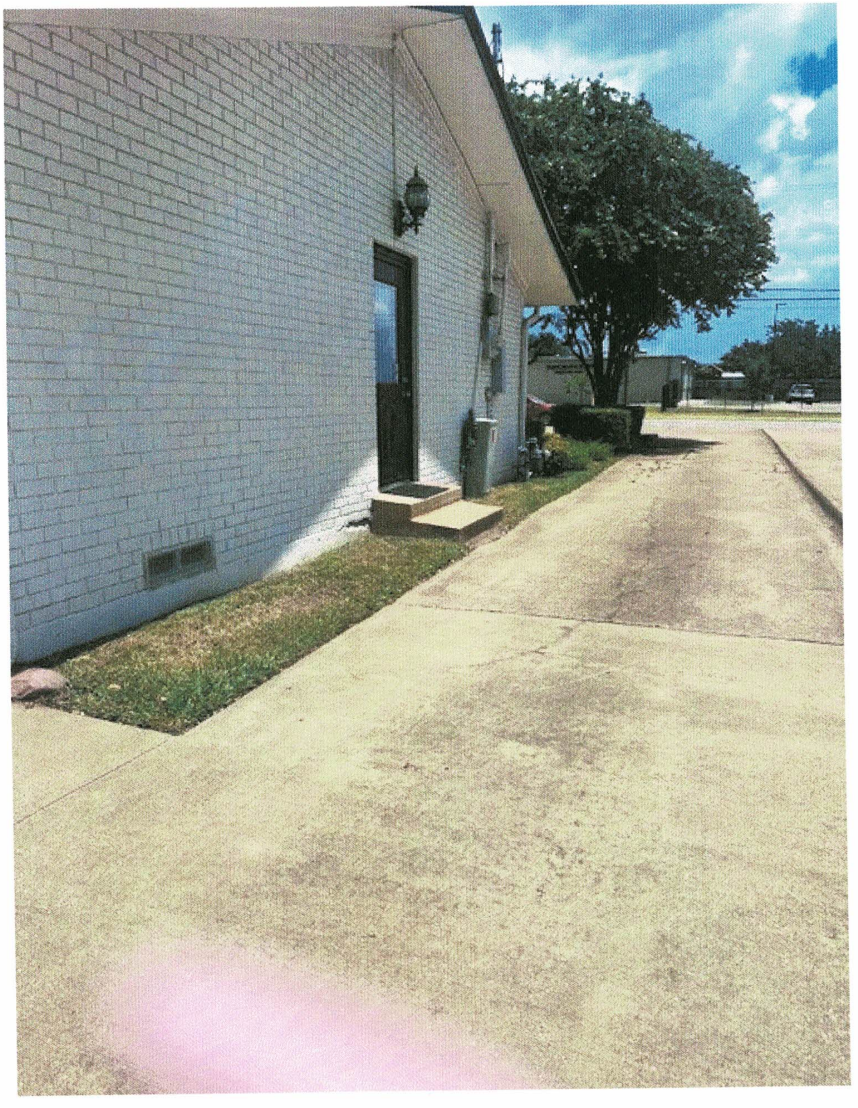


Sent from Jules iPhone

Ferrante Hair Studio

Rolands	Lawn pros	Waxahachie Lawn	
$9070.59	$13,1310.94	$12,024.03	

Ruben's Phone #: 214-399-8778

From:	Lawn Pros	Tax rate	8.25%
To:	Ferrante Hair Salon		
Job Site:			
Phone:			
Fax:			
E-mail:			
Date	9/6/2024		

Landscape

Quantity	*Size*	*Product*	*Unit Price*	*Total*
2	15 gal	Holly	$ 299.95	$ 599.90
12	3 gal	Red Drift Rose	$ 49.95	$ 599.40
13	3 gal	Abelia	$ 49.95	$ 649.35
15	3 gal	Liriope	$ 49.95	$ 749.25
4	3 gal	Macho Fern	$ 49.95	$ 199.80
3	3 gal	Boxwood	$ 49.95	$ 149.85
1	7 gal	Hydrangea Tree	$ 299.95	$ 299.95
1	Pallet	Moss Rock Boulder	$ 499.95	$ 499.95
15	1 gal	Perennial	$ 19.95	$ 299.25
3	3 gal	Foxtail Fern	$ 49.95	$ 149.85
2	15 gal	Spiral Juniper	$ 499.95	$ 999.90
1	7 gal	Rose Tree	$ 249.95	$ 249.95
8	3 gal	Hawthorn	$ 49.95	$ 399.60
8	1 gal	Hosta	$ 24.95	$ 199.60
1	15 gal	Tamukeyama Maple	$ 499.95	$ 499.95
3	3 gal	Nandina	$ 49.95	$ 149.85
4		Macho Fern	$ 49.95	$ 199.80
1	Yard	Black Star Granite	$ 375.00	$ 375.00
1		Weed Fabric	$ 200.00	$ 200.00
1		Labor	$ 4,000.00	$ 4,000.00
110		Black Mulch	$ 6.00	$ 660.00
				$ 12,130.20
			Tax	$ 1,000.74
			Total	$ 13,130.94

Waxahachie Lawn

9/9/2024

Eloy's Phone Number : 214-502-0452

2	15 gal	Holly	$	249.95	$	499.90
12	3 gal	Red Drift Rose	$	44.95	$	539.40
13	3 gal	Abelia	$	44.95	$	584.35
15	3 gal	Liriope	$	44.95	$	674.25
4	3 gal	Macho Fern	$	44.95	$	179.80
3	3 gal	Boxwood	$	44.95	$	134.85
1	7 gal	Hydrangea Tree	$	249.95	$	249.95
1	Pallet	Moss Rock Boulder	$	449.95	$	449.95
15	1 gal	Perennial	$	14.95	$	224.25
3	3 gal	Foxtail Fern	$	44.95	$	134.85
2	15 gal	Spiral Juniper	$	449.95	$	899.90
1	7 gal	Rose Tree	$	199.95	$	199.95
8	3 gal	Hawthorn	$	44.95	$	359.60
8	1 gal	Hosta	$	19.95	$	159.60
1	15 gal	Tamukeyama Maple	$	449.95	$	449.95
3	3 gal	Nandina	$	44.95	$	134.85
4		Macho Fern	$	44.95	$	179.80
1	Yard	Black Star Granite	$	325.00	$	325.00
1		Weed Fabric	$	149.95	$	149.95
1		Labor	$	4,000.00	$	4,000.00
110		Black Mulch	$	5.25	$	577.50
					$	11,107.65
				Tax	$	916.38
				Total	$	12,024.03

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Consider appointments to fill vacancies on Boards and Commissions including Zoning Board of Adjustment, City Planning & Zoning Commission, Duncanville Community and Economic Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Library Advisory Board, and Multicultural Commission.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

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

The City Council held 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 Commission, Community Engagement Board, Duncanville Community and Economic

Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, and TIF (Tax Increment Financing Reinvestment Zone Number One) to fill the vacancies created by terms expiring in August 2024 as well as resignations over the Development Corporation Board (DCEDC), Duncanville Neighborhood Vitality Commission, Keep Duncanville Beautiful Board, Library Advisory Board, Multicultural Commission, Park & Recreation Advisory Board, Sign Control Board, and TIF (Tax Increment Financing Reinvestment Zone Number One) to fill the vacancies created by terms expiring in August 2024 as well as resignations over the past year.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-397 - Board and Commission Appointments - Pdf
Exhibit A - Board Appointments

RESOLUTION NO. 2025-397

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE APPOINTMENT OF THE BOARD AND COMMISSIONS 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, And 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 or commission; and

WHEREAS, appointments to vacancies on the City's various Board and Commission 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 of the board and commission which are set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and elected members shall serve upon successful qualification and taking the oath.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of January 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Board and Commission Appointments

Exhibit A

City Planning and Zoning Commission
Appointment for 2-Year Terms 2024-2026
1. Jarred Davis

Zoning Board of Adjustments
Alternates Term 2024-2026
1. Stanley (Stan) Smith
2.

Library Advisory Board
Appointments for 1-Year Terms 2024-2025
1. Laura Trevino

Multicultural Commission
Appointments for 1-Year Terms 2024-2025
1. Vanessa Graciano
2. Paula Rowland
3.

Sign Control Board
Appointments for 2-Year Terms 2024-2026
1.
2.

DCEDC
Appointments for 2-Year Terms 2024-2026
1. Carolyn Thompson

Neighborhood Vitality
Appointments for 1-Year Terms 2024-2025
1. LaTonia Banks

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Council briefing on proposed Ordinance relating to Automotive Repair, Council to provide feedback for further future review.

Vision Statement:

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

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Robert Hager, City Attorney

BACKGROUND/HISTORY:
The City of Duncanville Neighborhood Services Team has requested Council consider creating an ordinance that will address the regulation of automotive repair, restoration, and salvage businesses within the city. The Neighborhood Services team regularly is meeting with Automotive Repair and Salvage Operators, and is seeking additional legislative action to help them site specific sections of the Duncanville Code of Ordinances during their interactions with repair shops in an attempt to address neighborhood conditions.

POLICY EXPLANATION:
The proposed Automotive Repair Ordinance aims to regulate automotive repair, restoration, and salvage businesses within the City of Duncanville to ensure transparency, consumer protection, and business accountability. The policy's primary goal is to provide clear and enforceable guidelines for automotive repair facilities and salvage yards, promoting fair practices that protect both consumers and businesses.

Under this ordinance, businesses involved in automotive repair and salvage must comply with several key provisions, including providing written estimates for all repairs, displaying transparent pricing schedules, and maintaining appropriate documentation for each job. These measures are designed to ensure that residents receive honest, reliable services and that they are fully informed of the cost and scope of repairs before any work is undertaken.

The ordinance also addresses the storage and handling of vehicles in salvage yards, ensuring that these businesses operate in a manner that is compliant with zoning laws and does not create safety or environmental hazards. A licensing and registration requirement for automotive repair businesses will be instituted, ensuring that only qualified and responsible operators are allowed to conduct business in Duncanville.
This policy not only aims to improve the quality of services provided by automotive repair businesses in Duncanville but also serves as a measure to safeguard the interests of consumers, ensuring that they are treated fairly and equitably in all transactions. By implementing these regulations, the city seeks to foster a more transparent and trustworthy automotive repair industry while enhancing the overall customer experience for residents.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
Duncanville-Ordinance for Automotive Repair- 4923-6933-9395 v.1

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS AMENDING THE CODE OF ORDINANCE BY ADDING A NEW CHAPTER 13A, "AUTOMOTIVE REPAIR, RESTORATION, AND SALVAGE ORDINANCE", PROVIDING FOR GENERAL PROVISIONS, PROVIDING FOR DEFINITIONS, PROVIDING FOR AUTOMOTIVE REPAIR, AUTOMOTIVE RESTORATION, AND AUTOMOTIVE SALVAGE PROVISIONS, PROVIDING FOR SCHEDULE OF CHARGES, SIGN PROVISIONS, PROVIDING FOR LICENSING REQUIREMENT AND TRADE NAME REGISTRATION, LICENSE APPLICATION, PLACE OF BUINESS, ISSUANCE, RENEWAL, AND EXPIRATION, PROVIDING FOR DISCLOSURE OF LOCATION OF REPAIRS, COST OF REPAIRS, TIME TO COMPLETE, PROVIDING FOR DETAILED INVOICE REQUIREMENT AND RETURN OF REPLACED PARTS, DISCLOSURE FOR WARRANTY REQUIREMENT, PROVIDING FOR ADVERTISING, PROVIDING FOR UNNECESSARY REPAIRS AND CHARGING FOR WORK NOT PERFORMED, PROVIDING FOR EXEMPTIONS; PROVIDING FOR A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Duncanville, Texas is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

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

SECTION 1. That the Code of Ordinances of the City of Duncanville, Texas, be and the same is hereby amended by adding "Chapter 13A", "Automotive Repair, Restoration and Salvage", Article I, "General", Article II, "Automotive Repair", Article III, "Automotive Restoration", and Article IV, "Automotive Salvage" to add regulations applicable to the Code of Ordinances of the City of Duncanville, which shall read as follows:

"CHAPTER 13A- AUTOMOTIVE REPAIR, RESTORATION AND SALVAGE

ARTICLE I-GENERAL

Sec. 13A-1-1. Definitions.
For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

(a) DIRECTOR means the director of the department designated by the city manager to enforce and administer this article or the director's authorized representative.

(b) MAJOR COMPONENT means the engine (excluding accessories), transmission, or differential gear of a motor vehicle.

(c) MOTOR VEHICLE means any self-propelled device in, upon, or by which persons or property are or may be transported upon a highway, except devices moved by human power or used exclusively upon stationary rails.

(d) MOTOR VEHICLE REPAIR means mechanical repair, alteration, or addition of equipment or parts, which includes but is not limited to, tune-up, brake work, transmission work, and engine repair.

(e) LICENSEE means a person licensed to engage in the motor vehicle repair business under the provisions of this article.

(f) PERSON means an individual, assumed name entity, partnership, joint-venture, association, corporation, or other legal entity.

(g) SALVAGE means the rescue of any a wrecked, dismantled, or disabled vehicle.

(h) RECLAMATION means the process of claiming or reasserting something back.

ARTICLE II-AUTOMOTIVE REPAIR

Sec. 13A-2-1. Schedule of Charges.

(a) Before taking custody of a motor vehicle, the licensee or his agent, shall provide the owner or his agent, with a written itemized schedule of charges to include, if such charges are made, to include the following items:

(1) charges for making an estimate of repairs; to include all major and minor components of a vehicle, both interior and exterior;

(2) total charges for release of the motor vehicle in a disassembled state if it is not repaired;

(3) total charges for release of the motor vehicle in reasonably the same condition as when delivered to licensee if repairs are not made;

(4) storage charges;

(5) towing charges; and

(6) itemized list of all other charges, other than those included in the estimate.

(b) Except for the estimate price a licensee shall not charge a person for a service not recorded on the schedule of charges. The licensee shall retain one copy of the schedule of charges signed by the motor vehicle owner or his agent for a period of one year.

(c) If the motor vehicle is brought to the licensee's establishment by a towing service, which is either an agent of the motor vehicle owner or an agent of the licensee, and there is no opportunity for licensee to present a schedule of charges to the owner before taking custody, the licensee shall provide, either in writing, telephone, or electronic means (email, fax, text, social media addressing the owner or his agent), a schedule of charges at the time of giving the estimate of repairs.

(d) If a schedule of charges is given by telephone, the licensee or his agent shall record in writing on the work order or invoice, the date, time, name of the person authorizing repairs, the repairs that are to be performed, the telephone number called, and any electronic communication, when available (text, email, video conference, etc.).

(e) Should the licensee be unable to complete the repairs in the time estimated, he shall notify the owner or his agent of this fact, after which notification the owner or his agent may request return of the motor vehicle in either an assembled or disassembled state, in which case the licensee or his agent shall make the motor vehicle available for possession within three working days from the date of request and the licensee shall receive payment for the work actually done and those items on the schedule of charges to which he is entitled. If authorization of an extended estimate of time to repair is made by telephone, the licensee or his agent shall record in writing on the work order or invoice, the date, time, name of the person authorizing the repairs, and the telephone number called.

Sec. 13A-2-2. Sign Giving Customer Notice Required.

A licensee shall display a sign in a conspicuous place near the service entrance where the customer normally brings his motor vehicle for repair work. The sign shall be not less than 24 inches by 26 inches in size, with 72-point bold face type used for the heading and 48-point bold face type used for the wording in the list. The sign shall contain precisely the following words only:

IN COMPLIANCE WITH THE MOTOR VEHICLE REPAIR ORDINANCE OF THE CITY OF DUNCANVILLE THIS FIRM IS PLEASED TO FURNISH EACH CUSTOMER WITH:

(1) AN ESTIMATE FOR THE COST OF ALL REPAIR WORK IN EXCESS OF $20.00.

(2) AN ESTIMATE OF TIME TO COMPLETE REPAIR WORK.

(3) A DETAILED INVOICE OF WORK DONE AND PARTS SUPPLIED.

(4) RETURN OF REPLACED PARTS OTHER THAN THOSE WHICH MUST BE RETURNED TO THE MANUFACTURER OR DISTRIBUTOR IF REQUESTED AT THE TIME ESTIMATE IS GIVEN.

(5) A COPY OF ANY DOCUMENT THAT REQUIRES YOUR SIGNATURE.

Sec. 13A-2-3. Exemptions.

(f) A person engaged in the business of adding fluids only to motor vehicles is exempted from the provisions of this article.

(g) A licensee who enters into a contract with a commercial, industrial, or governmental entity to repair motor vehicles belonging to the entity subject to terms established in the contract, is exempted from the provisions of Sections (to be determined by the City) and (to be determined by the City) while in the performance of repairs pursuant to the contract.

(Sec. 13A-2-4 – 13A-2-10 Reserved)

ARTICLE III-AUTOMOTIVE RESTORATION

Sec. 13A-3-1. Vehicle or Engine Restoration.

(A) Definition: A facility for the restoration, modification, or maintenance of motor vehicles, motor vehicle engines, electrical motors, vehicle interiors, suspensions, or other similar items.

(B) District(s) permitted: By right in, industrial, CS, and IM districts. Note: *The districts listed are only a sample based on research of other municipalities. The districts where this type of business is permitted will be determined by other entities besides Neighborhood Services/Code Enforcement.*

(C) Required off-street parking: One space per 350 square feet of floor area; a minimum of three spaces is required. Parking spaces that are used to repair vehicles and located in a structure are not counted in determining the required parking.

(D) Required off-street loading:

SQUARE FEET OF FLOOR AREA IN STRUCTURE	TOTAL REQUIRED SPACES OR BERTHS
0 to 25,000	1
25,000 to 75,000	2
Each additional 75,000 or fraction thereof	1 additional

(E) Additional provisions:

(1) If an incomplete, inoperable, or wrecked motor vehicle remains outside on the premises for more than 24 hours, the premises is an outside salvage or reclamation use. However, a premise is not an outside salvage or reclamation use if the premise stores not more than four incomplete, inoperable, or wrecked motor vehicles each of which having a valid documentary record of pending restoration, repairs, or other disposition, and if the premise has a current certificate of occupancy for a motor vehicle restoration use.

(2) If an incomplete, inoperable, or wrecked motor vehicle remain on the premises for more than 14 days (including weekends), the owner, manager, or any representing agent of the business must contact the owner(s) of the vehicle and inform them that in 48 hours the vehicle must be retrieved.

(3) Incomplete, inoperable, or wrecked motor vehicle that are not complete are not allowed to remain on the premises of the business once the vehicle has been retrieved by the owner for any reason including, but not limited to the following:

- Lack of financial resources
- Lost motor vehicle records
- Inability to obtain required parts.
- Parts on back order

- After market parts and equipment no longer exist
- Conflict of interest regarding vehicle ownership
- Awaiting decision/determination regarding insurance claim

Sec. 13A-3-2. License Required, Trade Name Registration.

(a) No person shall own, maintain, conduct, operate, or engage in the business of motor vehicle restoration for compensation within the city, or hold himself out as being able to do so, or act as the agent for another who is engaged in the motor vehicle restoration business, or take custody of the motor vehicle within the city for the purpose of restoration without first obtaining a motor vehicle restoration license from the director. Should a person maintain a motor vehicle restoration establishment at more than one location, a duplicate license is required for each additional location. The license issued to a motor vehicle restoration establishment authorizes the licensee and all its bona fide employees to engage in the business of motor vehicle restoration.

(b) A licensee shall register with the director the trade name of his motor vehicle restoration establishment and shall not use or permit to be used more than one trade name at a single location.

Sec. 13A-3-3. License Application, Place of Business, Issuance, Renewal, and Expiration.

(a) An applicant for a license shall file with the director a written application upon a form provided for that purpose, which shall be signed by the applicant or his local authorized agent, who shall be an individual responsible for the operation of applicant's local motor vehicle restoration business. Should an applicant maintain a motor vehicle restoration establishment at more than one location, a separate application must be filed for each location. The following information shall be required in the application:

(1) name, address, and telephone number of the applicant, including the trade name by which applicant does business and the street address of the motor vehicle restoration establishment, and if incorporated, the name registered with the secretary of state;

(2) a statement whether a motor vehicle restoration license issued to applicant or any proprietor, partner, or corporate officer of applicant, has been revoked within one year preceding the date of application; and

(3) a statement that applicant engages in the business of motor vehicle restoration and that all facts stated in the application are true.

(b) An applicant is required to maintain a permanent and established place of business at a location where a motor vehicle restoration business is not prohibited by the comprehensive zoning ordinance of the city.

(c) When an application for a license or license renewal has been filed with the director in proper form, the director shall, within 45 days from the date of filing approve or deny the application. If the application is denied, the director shall send to the applicant by certified mail, return receipt requested, a written statement setting forth the reasons for the denial.

Sec. 13A-3-4. Disclosure of Location of Repairs, Cost of Repairs, Time to Complete.

(a) If none of the restoration and/or repairs are to be performed by licensee at licensee's establishment, then before taking custody of a motor vehicle, the licensee or his agent shall disclose to the owner or his agent, the trade name, address, and telephone number where the vehicle will be restored.

(b) Before disassembling a major component of the motor vehicle, the licensee or his agent shall disclose to the owner or his agent that a major component of the motor vehicle will need to be disassembled in order for an estimate to be made.

(c) Prior to restoration and/or repair work being performed on a motor vehicle, the licensee or his agent shall provide the owner or his agent, either in writing or by telephone, an estimate of total charges for repairs, not including sales tax, and an estimate of time to complete the repairs. A licensee is not required to give an estimate of total charges for repairs and an estimate of time to complete repairs for a job of $____ or less.

(d) After receiving the estimate, the owner or his agent may either authorize the restoration and/or repairs at the estimate of cost and time or request return of the motor vehicle in a disassembled state or in reasonably the same condition as when released to the licensee, in which case the licensee or his agent shall make the motor vehicle available for possession within two working days from the time of request, and shall receive payment only for those items on the schedule of charges to which he is entitled. If authorization of an estimate of total charges for repairs or an estimate of time to complete repairs is made by telephone, the licensee or his agent shall record in writing on the work order or invoice, the date, time, name of the person authorizing the repairs,

and the telephone number called together with a list of parts, labor, and the total cost.

(e) A licensee shall not charge for repairs an amount exceeding the estimate by more than _____ percent or $_____, whichever is greater, unless the owner or his agent is notified by telephone or in writing and authorizes the increased cost estimate. If authorization of an increased cost estimate is made by telephone, the licensee or his agent shall record in writing on the work order or invoice, the date, time, name of the person authorizing the additional cost, and the telephone number called together with a list of additional parts, labor, and the total additional cost.

(f) Should the licensee be unable to complete the repairs in the time estimated, he shall notify the owner or his agent of this fact, after which notification the owner or his agent may request return of the motor vehicle in either an assembled or disassembled state, in which case the licensee or his agent shall make the motor vehicle available for possession within two working days from the date of request and the licensee shall receive payment for the work actually done and those items on the schedule of charges to which he is entitled. If authorization of an extended estimate of time to repair is made by telephone, the licensee or his agent shall record in writing on the work order or invoice, the date, time, name of the person authorizing the repairs, and the telephone number called.

(g) The licensee or his agent shall give the owner or his agent a copy of all documents that require the signature of the owner or his agent at the time the documents are signed.

(h) Other than the disclosures required by this article and the following standard work order agreement provisions, if any other preprinted provision is stipulated on a document which the customer signs it must be in eight-point type. If any provisions appear on a side other than that which the customer signs, a notice must appear just above the customer's signature calling attention to additional terms and conditions and their location on the document. For the purposes of this section, the standard work order agreement provisions are as follows:

(1) authorization of repairs to be made;

(2) permission to operate motor vehicle;

(3) acknowledgment of mechanic's lien to secure amount of repairs; and

(4) limitation on liability for loss or damage. (Ord. Nos. 14487; 16476)

Sec. 13A-3-5. Detailed Invoice Required; Return of Replaced Parts.

(a) The licensee shall record all work performed on an invoice describing all service work done and all parts supplied with reasonable particularity, identifying parts by name and the exact charge for each. If used, rebuilt, or reconditioned parts are supplied, the invoice shall clearly state that fact. The licensee shall disclose the trade name, business address, and business telephone number of the licensee on the invoice. One copy shall be given to the customer and one copy retained by the licensee for a period of at least one year. Invoices and records pertaining to the invoices shall be open for reasonable inspection by the director.

(b) The licensee shall return replaced parts to the customer if requested by the owner or his agent when the estimate is given, except those parts which must be returned to the manufacturer or distributor under warranty or for exchange.

Sec. 13A-3-6. Disclosure Required for Warranty.

(a) If a licensee provides a warranty or pro rata warranty on repair parts and labor, he shall put it in writing and give a legible copy to the customer. The customer's copy of the warranty must contain:

(1) the nature and extent of the warranty including a description of parts or services included or excluded from the warranty;

(2) the duration of the warranty and requirements to be performed by warrantee before the warrantor will fulfill the warranty;

(3) all conditions, limitations, and the manner in which the warrantor will fulfill the warranty, such as restoration, repair, replacement, or refund;

(4) any options of the warrantor or warrantee; and

(5) the warrantor's identity and address.

(b) When repair or diagnostic work is performed pursuant to a warranty, licensee shall give an estimate of time to complete the repairs as required by the Duncanville city code.

Sec. 13A-3-7. Advertising.

(a) A licensee shall disclose in any published or broadcasted advertisement relating to motor vehicle repair the following information:

(1) the name of the licensee, as shown on the license;
(2) the street address of the motor vehicle repair establishment unless the licensee has its address currently listed in the city of Dallas telephone directory; and

(3) if an establishment does not perform repairs on motor vehicles but takes custody of motor vehicles and contracts all repairs to another, it must advertised that it is a motor vehicle repair brokerage business.

(b) An advertisement by a licensee of a warranty which provides for adjustment on a pro rata basis, shall conspicuously disclose the basis on which the warranty will be prorated.

(c) It shall be unlawful for a licensee to advertise in any manner, the fact that he is a holder of a city motor vehicle repair license. (Ord. 14487)

Sec. 13A-3-8. Unnecessary Repairs; Charging for Work Not Performed.

(a) A person shall not intentionally restore or make repairs upon a motor vehicle which are not bona fide and not necessary to correct the malfunction for restoration or repair of which his services were sought.

(b) A person shall not represent that he has performed work or replaced parts on a motor vehicle when he has not performed the work or replaced the parts. (Ord. 14487)

EXEMPTIONS.

(a) A person engaged in the business of adding fluids only to motor vehicles is exempted from the provisions of this article.

(b) A licensee who enters into a contract with a commercial, industrial, or governmental entity to repair motor vehicles belonging to the entity subject to terms established in the contract, is exempted from the provisions of the Section addressed in the Duncanville city code while in the performance of repairs pursuant to the contract.

Sec. 13A-3-9. Sign Giving Customer Notice Required.

A licensee shall display a sign in a conspicuous place near the service entrance where the customer normally brings his motor vehicle for restoration and/or repair work. The sign shall be not less than 24 inches by 26 inches in size, with 72-point bold face type used for the heading and 48-point bold face type used for the working in the list. The sign shall contain precisely the following words only:

IN COMPLIANCE WITH THE MOTOR VEHICLE RESTORATION AND REPAIR ORDINANCE OF THE CITY OF DUNCANVILLE THIS FIRM IS PLEASED TO FURNISH EACH CUSTOMER WITH:

(1) AN ESTIMATE FOR COST OF ALL REPAIR WORK IN EXCESS OF $ _____.

(2) AN ESTIMATE OF TIME TO COMPLETE REPAIR WORK.

(3) A DETAILED INVOICE OF WORK DONE AND PARTS SUPPLIED.

(4) RETURN OF REPLACED PARTS OTHER THAN THOSE WHICH MUST BE RETURNED TO THE MANUFACTURER OR DISTRIBUTOR IF REQUESTED AT THE TIME ESTIMATE IS GIVEN.

(5) A COPY OF ANY DOCUMENT THAT REQUIRES YOUR SIGNATURE.

Sec. 13A-3-10. Penalty.

Any person violating any provision of this Article shall, upon conviction, be subject to a fine of not less than $_____ and not more than $_____.

ARTICLE IV-AUTOMOTIVE SALVAGE

Sec. 13A-4-1. License Required, Trade Name Registration.

(a) No person shall own, maintain, conduct, or operate a business which stores, keeps, dismantles, or salvages scrap or discarded material, vehicles, or vehicle equipment outside. This includes but is not limited to scrap or discarded material, wheels, tires, vehicle interiors, or any other material associated with inoperable or wrecked motor vehicles, motor vehicle parts, and vehicle tooling machinery designed for the repairing of vehicles.

(b) A person shall not engage in the business of motor vehicle repair for compensation within the city or hold himself out as being able to do so, or act as the agent for another who is engaged in the motor vehicle repair

business or take custody of the motor vehicle within the city for the purpose of repair without first obtaining a motor vehicle repair license from the director. Should a person maintain a motor vehicle repair establishment at more than one location, a duplicate license and all city-related ordinances is required for each additional location. The license issued to a motor vehicle repair establishment authorizes the licensee and all its bona fide employees to engage in the business of motor vehicle repair.

(c) A licensee shall register with the director the trade name of his motor vehicle repair establishment and shall not use or permit to be used more than one trade name at a single location.

Sec. 13A-4-2. License Application, Place of Business, Issuance, Renewal, and Expiration.

(a) An applicant for a license shall file with the director a written application upon a form provided for that purpose, which shall be signed by the applicant or his local authorized agent, who shall be an individual responsible for the operation of applicant's local motor vehicle repair business. Should an applicant maintain a motor vehicle repair establishment at more than one location, a separate application must be filed for each location. The following information shall be required in the application:

(1) name, address, and telephone number of the applicant, including the trade name by which applicant does business and the street address of the motor vehicle repair establishment, and if incorporated, the name registered with the Secretary of State;

(2) a statement whether a motor vehicle repair license issued to applicant or any proprietor, partner, or corporate officer of applicant, has been revoked within one year preceding the date of application; and

(3) a statement that applicant engages in the business of motor vehicle repair and that all facts stated in the application are true and correct.

(b) An applicant is required to maintain a permanent and established place of business at a location where a motor vehicle repair business is not prohibited by the comprehensive zoning ordinance of the city.

(c) When an application for a license or license renewal has been filed with the director in proper form, the director shall, within 30 days from the date of filing approve or deny the application. If the application is denied, the

director shall send to the applicant by certified mail, return receipt requested, a written statement setting forth the reasons for the denial.

(1) The director may, at any time, require additional information about a licensee or an applicant to clarify items on the application.

(d) If an inoperable or wrecked motor vehicle remains outside on the premises for more than 24 hours, the premises is an outside salvage or reclamation use. However, a premise is not an outside salvage or reclamation use if the premise stores not more than four inoperable or wrecked motor vehicles each of which having a valid state registration, current safety inspection certificate, and documentary record *(work order or work invoice)* of pending repairs or other disposition, and if the premise has a current certificate of occupancy for a motor vehicle related use.

(1) A minimum distance of 500 feet is required between a vehicle repair facility and all residential, townhomes, condominium, and multi-tenant zoned districts.

Sec. 13A-4-3. Fees.

The annual fee for a motor vehicle repair license is $_____ for the first location and $_____ for a duplicate license for each additional location. The fee for issuing a replacement license for one lost, destroyed, or mutilated is $_____. The fee is payable to the director upon issuance of a license. No refund of license fees will be made. *(fees to be determined by the municipality)*.

SECTION 2. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

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 amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Duncanville, Texas, shall be punished by a fine not to exceed the sum of Five

Hundred Dollars ($2,000.00) for each offense. Every day a violation occurs shall constitute a separate offense.

SECTION 5. This Ordinance shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the day of _____, 2024.

APPROVED

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
City Council to receive a briefing on a proposed Complete Streets Policy

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **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:
Doug Finch, City Manager
Shahad Mohammed, Asst. Public Works Director
Matt Bryant, Public Works Director

BACKGROUND/HISTORY:
The City of Duncanville does not currently have a formal Complete Streets Policy, though residents have recently requested that the City Council consider incorporating bike lanes and other traffic calming measures as part of street improvements. In response to these community concerns, the proposed Complete Streets Policy encourages the consideration of complete street features during street reconstruction or major improvements, but it does not mandate that every street must be treated as a Complete Street. The policy aims to enhance the safety and accessibility of Duncanville's roadways by integrating features like bike lanes, narrower travel lanes for traffic calming, and improved pedestrian infrastructure. Additionally, the City of Duncanville currently lacks a comprehensive design criteria manual for street construction or improvements, though Public Works staff will soon be recommending the development of such a manual. The adoption of the Complete Streets Policy will serve as a first step toward creating a more inclusive, multimodal transportation network that better meets the needs of all road users.

POLICY EXPLANATION:

The proposed Complete Streets Policy for the City of Duncanville is designed to ensure that all streets, when undergoing reconstruction or significant improvements, give consideration to accommodate the needs of all users, including pedestrians, cyclists, motor vehicle drivers, and public transportation riders. This policy aims to integrate safety and mobility features into the design of roadways, providing more equitable transportation options. Specifically, the policy calls for the consideration of narrowing travel lanes when possible, in order to reduce vehicle speeds and improve safety through traffic calming measures. Additionally, it emphasizes the inclusion of safe, dedicated bicycle lanes to encourage cycling and enhance overall transportation accessibility. By implementing these practices, the City of Duncanville seeks to promote a safer, more walkable, and bike-friendly environment, while supporting a sustainable transportation network that benefits residents and visitors alike. The Complete Streets Policy aligns with the city's broader goals of enhancing quality of life, supporting healthy lifestyles, and fostering sustainable urban development.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
City of Duncanville Complete Streets Policy.012025

City of Duncanville Complete Streets Policy

Purpose:

The City of Duncanville is committed to creating a transportation network that serves all users, including pedestrians, cyclists, motorists, and public transportation riders. The goal is to foster a safe, efficient, and accessible environment for everyone. This Complete Streets and Traffic Calming Policy provides guidelines, rather than mandates, to ensure that all street construction, reconstruction, and major improvements are designed to accommodate a diverse range of users, improve safety, reduce traffic speeds, and enhance the overall quality of life for residents and visitors.

Definition of Complete Streets:

A "Complete Street" is a comprehensive transportation facility that is designed and operated to safely accommodate and improve mobility for all users of the road, regardless of age, ability, or mode of transportation. This includes pedestrians (both those walking and those using wheeled devices such as wheelchairs or motorized scooters), cyclists, motorists, and public transportation users. Complete Streets aim to offer a variety of transportation options, reduce reliance on single-occupancy vehicles, improve overall community health and safety, and enhance quality of life.

Policy Framework:

1. **Planning for Complete Streets:**

At the time of any city street reconstruction or major improvements, the City will consider the redesign of the street as a Complete Street. This includes integrating appropriate infrastructure for pedestrians, cyclists, public transportation, and vehicles. Specifically, when feasible, the City will prioritize the following traffic calming measures to reduce vehicle speeds, increase safety for non-motorized users, and improve the street's overall environment:

   - **Consideration of narrowing travel lanes to ten feet** where possible and in accordance with site design criteria, as a traffic calming measure to slow vehicle speeds and improve safety for all users.
   - **Integration of pedestrian and bicycle lanes**, ensuring that these modes of transportation are prioritized and safely accommodated.

2. **Traffic Calming Techniques:**

To achieve the objectives of Complete Streets, various traffic calming measures will be utilized in the design and improvement of streets. These measures will address both the

physical configuration of the roadway and the psychological response of drivers. The following traffic calming techniques are endorsed as part of the Complete Streets policy:

- **Horizontal Deflection:** These measures create shifts in the road alignment, forcing drivers to slow down to navigate turns or curves comfortably. Examples include chicanes and pinchpoints.
- **Vertical Deflection:** Changes in the road's elevation force drivers to reduce speed. Examples include speed humps, speed cushions, and speed tables, which are particularly effective in residential areas.
- **Street Width Reduction:** Narrowing vehicle lanes forces drivers to slow down for safety. This can also create more space for bicycle lanes, sidewalks, and green infrastructure. Road narrowing, such as through the addition of on-street parking or the reduction of lane widths, will be prioritized in appropriate areas.
- **Routing Restrictions:** Measures such as partial street closures, diverters, or chokers will be used to eliminate cut-through traffic in residential areas, reducing the overall speed and increasing safety for local residents and pedestrians.

3. **Bicycle and Pedestrian Infrastructure:**

As part of the Complete Streets initiative, the City will consider the integration of bicycle and pedestrian facilities into street designs. These facilities will be developed according to guidelines provided by the U.S. Department of Transportation (USDOT), the American Association of State Highway and Transportation Officials (AASHTO), and the Texas Department of Transportation (TxDOT). This includes:

- **Bike Lanes:** Dedicated lanes for cyclists, which may require lane reductions or the removal of on-street parking in certain areas.
- **Pedestrian Facilities:** Sidewalks, crosswalks, and pedestrian refuge islands will be included to ensure safe crossings, particularly in high-traffic or high-speed areas.
- **Shared Streets:** Streets where vehicles, cyclists, and pedestrians coexist without physical barriers will be considered for areas where traffic volumes are lower, increasing awareness and reducing speeds.
- **Safe Routes to Schools:** Priority will be given to infrastructure improvements around schools to ensure safe walking and biking routes for students.

- **Lighting and Nighttime Safety:** Improved street lighting, especially at pedestrian crossings and intersections, to enhance safety during night-time hours.

4. **Implementation of Traffic Calming and Complete Streets:**
   - The City will consider Complete Streets and traffic calming techniques when designing or redesigning streets during reconstruction or major improvements.
   - City staff, including the Planning Department and the Public Works Department, will work together to review proposed street designs and ensure compliance with Complete Streets principles.
   - The City will prioritize streets with high pedestrian or bicycle traffic, high crash rates, or areas with significant residential, school, or commercial areas for Complete Streets improvements.
   - The City will collaborate with neighboring cities and regional agencies to ensure that Complete Streets principles are applied consistently across the region and to explore funding opportunities for these projects.
5. **Public Engagement:**
   - The City will provide opportunities for community input in the planning and design process for street improvements. Public meetings, surveys, and outreach efforts will allow residents, businesses, and other stakeholders to provide feedback on the proposed Complete Streets projects.
   - As part of the process, the City will work with traffic engineers, planners, and other experts to ensure that the designs balance the needs of all users and enhance the community's mobility and safety.
6. **Context-Sensitive Solutions:**
   - Designs will reflect the unique needs of various areas in Duncanville (e.g., residential neighborhoods, school zones, downtown areas).
   - **Green Infrastructure** such as tree canopies and bioswales will be considered for stormwater management and to mitigate urban heat islands.
   - **Climate Resilience** measures will be implemented to ensure infrastructure withstands extreme weather conditions, including heat and flooding.

7. **Accessibility for All:**
    - The City will incorporate accessible pedestrian signals (APS), tactile paving (e.g., truncated domes), and ensure all designs comply with ADA standards for accessibility.
    - Measures to ensure the safety of visually impaired and disabled residents will be integrated into the designs.
8. **Monitoring and Evaluation:**
    - **Performance Metrics** will be set, including goals to reduce crash rates or increase pedestrian and cyclist activity.
    - The effectiveness of Complete Streets projects will be evaluated on an ongoing basis. This includes monitoring traffic speeds, pedestrian and cyclist safety, and overall street use after improvements are made.
    - The City will work with traffic and transportation consultants to assess the impact of the Complete Streets initiative and will adjust designs or strategies as necessary to ensure that the objectives of safety, mobility, and accessibility are achieved.

Conclusion:

The City of Duncanville's Complete Streets and Traffic Calming Policy represents a commitment to enhancing the safety, accessibility, and livability of our streets. By incorporating these principles into street design and improvements, the City will create a transportation network that serves all users, reduces traffic speeds, improves pedestrian and cyclist safety, and fosters a more vibrant and sustainable community. The City of Duncanville will continue to explore and implement strategies that encourage walking, cycling, and safe vehicular movement, while ensuring that all residents and visitors can safely navigate our streets.

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
City Council to receive briefing and discuss possible creation of a Charter Amendment Committee

Vision Statement:

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

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Bob Hager, City Attorney
Doug Finch, City Manager

BACKGROUND/HISTORY:
During the Council's December 17, 2024 Council meeting, the City Attorney shared at the request of Council the requirements for amendments to the City Charter, noting an amendment can only be done once every two years. During the meeting, Council expressed interest in discussing the possible creation of a Charter Amendment Committee when they have more time to discuss.

POLICY EXPLANATION:
Council to discuss possible creation of a Charter Amendment Committee

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
City Council to receive a briefing from the City Manager and discuss the possible creation of a 2025 Bond Committee.

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.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Doug Finch, City Manager

BACKGROUND/HISTORY:

2018 BOND PROJECT:
The City of Duncanville has made substantial progress in 2024 on the capital improvement projects approved through the 2018 bond election. These projects were designed to address the city's infrastructure needs, with an emphasis on improving parks, roads, public safety facilities, and service infrastructure. The following is an update on the status of key bond propositions.

Proposition A: Parks and Trails
In 2024, the City made significant progress on Proposition A, which focused on improvements to the City's parks and trails. Kidsville and the Splashpad were opened, with improvements at Armstrong,

Lakeside, and Rotary all complete. Notably, Phase 1 and Phase 3 of the Harrington Park improvements were funded and authorized in 2024 and are now underway, with Phase 2 remaining to be completed. Additional trail improvements outlined in Proposition A identified as Phase 2 remain to be completed; however, they are not funded currently.

Proposition B: Streets and Roadways
Under Proposition B, the City achieved major milestones in its road infrastructure improvements. The completion of Danieldale Road improvements was a significant accomplishment, contributing to better traffic flow and road safety. Engineering design work for South Cedar Ridge has been finalized, with an overlay of the roadway already completed. Reconstruction efforts along South Cedar Ridge, particularly near Camp Wisdom, are slated for completion in 2025. Furthermore, the reconstruction of Main Street at Camp Wisdom is under consideration, with grant funding being explored to help move this project forward.

Proposition C: Public Safety
Proposition C, which focused on public safety facilities, was successfully completed with the opening of the new Fire Station on Camp Wisdom. This station will provide essential services to the City for years to come, improving response times and supporting the growing needs of the community.

Proposition D: Service Center Improvements
Proposition D addressed the Service Center improvements to support City operations. While progress has been made, funding available does not meet the long-term needs for the future service demands to be in keeping with our overall City plans identified in the Duncanville 2040 Comprehensive Plan. This will involve additional consideration to meet the City's projected service demands over the next 15 years.

POLICY EXPLANATION:
Looking Ahead: Evaluating Future Facility Needs for Duncanville
As the City of Duncanville continues to evolve, it is crucial to evaluate the future needs of our facilities to ensure we are well-equipped to meet the demands of our expanding community. Should the City Council consider creation of a 2025 Bond Committee to help evaluate the current and future needs, now that we have completed a facility needs assessment and a Police and Fire Analysis?
2024 Facility Needs Evaluation Overview
In 2024, the City of Duncanville took significant steps in planning for future facility needs by commissioning Huitt Zollars and Matrix Consulting Group to conduct comprehensive assessments of various city facilities.

Huitt Zollars Facility Needs Assessment: Huitt Zollars was tasked with updating the City's Facility Needs Assessment, which provided detailed insights into proposed construction costs, maintenance project costs, and renovation and expansion project sequencing for key City buildings. The evaluation identified several high-priority renovation and maintenance needs:

- **City Hall Renovations**: Estimated at $8,087,322 for renovations, with maintenance needs totaling $451,500.
- **City Hall Annex Renovations**: Estimated at $793,099 for renovations, with maintenance needs at $34,900.
- **Hopkins Senior Center Renovations**: Estimated at $1,915,886 for renovations, with maintenance needs at $17,500.

- **Service Center Renovations**: Estimated at $9,093,696 for renovations, with maintenance needs at $332,100.
- **Library and Recreation Center Renovations**: Estimated at $5,084,163 for renovations, with maintenance needs at $450,500.

This thorough assessment of facility needs has set the foundation for future capital planning and improvements for Duncanville's public infrastructure.

Matrix Consulting Group Public Safety Operations Study: In addition to the facility needs analysis, Matrix Consulting Group was retained to complete an operational analysis of the Police and Fire Departments. The report, which is nearing completion, highlights two significant facality needs to support public safety operations:

1. **Third Fire Station**: The report identifies the need for a third fire station on the west side of Duncanville to improve response times and coverage.
2. **Police Department Expansion and Renovation**: The report emphasizes the need for expansion and renovation of the Police Department facility to accommodate the growing demands of the department's operations and community safety.

Together, the evaluations provided by Huitt Zollars and Matrix Consulting Group will serve as critical documents in guiding the City of Duncanville's future capital planning and facility development. These assessments will ensure that Duncanville's infrastructure is able to meet the demands of our evolving community while maintaining high standards of public service.

Proposed 2025 Bond Committee

As we continue to assess and plan for the future of Duncanville, we recognize the importance of evaluating key infrastructure needs that will support our city's growth and maintain a high level of service to our residents. In light of the current and anticipated demands on our facilities, it is proposed that the City Council consider the establishment of a **2025 Bond Committee** to evaluate these critical needs and provide recommendations to the City Council for meeting these challenges.

The committee could then evaluate the situation and make recommendation to City Council on a possible vote to the City residents in November 2025 on these important issues.

Identified Needs for Consideration:

1. **Expansion of the Police Facility:**Expanding the Police Department facility will help us accommodate the growing demands of public safety, ensuring that our officers and staff have the space and resources needed to continue providing top-tier service. This expansion will support our commitment to a safe, responsive, and well-equipped police force.

2. **Construction of a Third Fire Station:**A third fire station on the West side of Duncanville is crucial to maintaining swift and efficient emergency response times. As identified in the Matrix findings, our Fire Department is unable to meet certain response times in portions of the City, and growing EMS demands could be addressed with the addition of a third fire station to provide critical coverage and reduce response times, ensuring our community's safety and preparedness.

3. **Expansion and Renovation of the Service Center:**The City's Service Center is facing increased demand due to infrastructure needs of Duncanville. Expanding and renovating the Service Center will allow the city to effectively manage the operations of various departments, while supporting long-term maintenance requirements.

Each of these facilities plays a pivotal role in the efficient functioning of our city and the safety and well-being of our residents. By evaluating and planning for these needs, the **2025 Bond Committee** will ensure that Duncanville is well-prepared to meet the demands of a growing, vibrant community.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Council to receive a briefing on the possible creation of a Conservation Fund, and a Conservation Fund Policy; discussion with the City Manager and possibly provide direction.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Doug Finch, City Manager

BACKGROUND/HISTORY:
The City is home to 21 miles of tributaries that are essential to the local ecosystem, providing both environmental and recreational benefits. The Ladd Nature Preserve, a significant part of Duncanville's natural heritage, has long been recognized for its ecological importance and its role as a wildlife habitat.

Duncanville's "small town charm" within the larger metroplex is reflected in the City's green spaces, natural landscaping, and its extensive tree canopy. These elements have been integral to the community's identity for generations. The City's Tree City USA designation further affirms its longstanding commitment to the stewardship and preservation of its urban forest and natural landscapes.

The Duncanville Conservation Fund is being proposed as a natural extension of these historical efforts, aiming to protect and enhance water resources, wildlife habitats, and open spaces for current and future generations. This initiative embodies the City's dedication to conserving its natural beauty and ensuring the ongoing health of its environment, allowing Duncanville to continue to serve as a model of sustainability and environmental stewardship.

POLICY EXPLANATION:
The City of Duncanville is committed to preserving and protecting its natural resources for current and future generations. To achieve this, the attached details the possible creation of the Duncanville Conservation Fund, a dedicated initiative to support environmental conservation efforts across the city. This fund will focus on enhancing water quality, maintaining wildlife habitats, protecting open spaces, and providing sustainable recreational opportunities.

The Duncanville Conservation Fund will serve as a key tool in promoting biodiversity, supporting climate resilience, and preserving the scenic value of the City's natural landscapes. Through strategic investments in water resource protection, green spaces, trails, and educational programs, the City aims to provide lasting benefits to its residents. Additionally, the fund will help ensure the preservation of land that supports agriculture, stormwater management, and flood control efforts.

The fund's establishment will be supported through annual contributions from the General Fund, with the initial allocation set at $2,000. The City will explore additional funding sources, including donations, fundraising, and grants, to further enhance the fund's resources. By prioritizing conservation, the City will ensure that Duncanville remains a thriving, sustainable community while safeguarding its natural beauty for generations to come. The City may also wish to consider alternative funding solutions at some point such as impact fees.

This policy provides a framework for the long-term management and growth of the Duncanville Conservation Fund, outlining its objectives, funding mechanisms, and the City's ongoing commitment to environmental stewardship.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
Duncanville Conservation Fund Policy

Duncanville Conservation Fund Policy

Purpose: The purpose of the Duncanville Conservation Fund is to support the conservation and protection of natural land and water resources within the City of Duncanville for current and future generations. This fund is designed to support initiatives that enhance water quality, preserve wildlife habitats, open space, greenways, maintain areas of historical and agricultural significance, and promote natural spaces and scenic views.

Mission Statement:
The Duncanville Conservation Fund is dedicated to preserving and enhancing the natural resources, open spaces, and biodiversity of our community. Through strategic initiatives and community collaboration, we aim to protect water quality, maintain wildlife habitats, and provide accessible recreational opportunities for all residents. The mission is to ensure a sustainable environment for current and future generations, fostering a deep appreciation for the beauty and value of Duncanville's natural landscapes.

Why Does the City Protect Open Space?

The City protects open space land to achieve the strategic goals of the City, including:

- **Maintain and Enhance Biological Diversity:** Safeguarding various species and ecosystems to ensure a balanced environment.
- **Secure Land for Agricultural Conservation:** Protecting lands that contribute to local micro agriculture and food production.
- **Support Climate Resilience and Mitigation Programs:** Implementing strategies that help the community adapt to and mitigate the impacts of climate change.
- **Provide Non-Motorized Recreational Opportunities:** Ensuring that residents have access to areas for walking, biking, and other forms of outdoor recreation.
- **Preserve Scenic Value:** Maintaining the natural beauty of Duncanville, which contributes to the quality of life for residents.
- **Manage Watershed and Address Flood Control:** Protecting land that is crucial for managing stormwater and reducing flood risks.

Fund Uses:

The Conservation Fund will be allocated to the following key objectives:

1. **Water Resource Protection:**
    - Protect and enhance the city's water resources, including surface and groundwater, riparian areas, floodplains, and creek corridors, to ensure sustainable water quality for residents and ecosystems.
2. **Biodiversity Support:**
    - Promote biological diversity and safeguard wildlife habitats in Duncanville, fostering a rich variety of plant and animal life that contributes to the ecological health of the area.
3. **Rural Character Maintenance:**
    - Preserve ecological zones by maintaining undeveloped open spaces and scenic vistas that enhance the community's charm and livability.
4. **Green Space and Trails Establishment:**
    - Establish and maintain green spaces and trail corridors that encourage outdoor activity and provide recreational opportunities for residents.
5. **Outdoor Education and Recreation:**
    - Provide facilities and opportunities for outdoor education and recreation, including programs that engage the community in conservation efforts.
6. **Implementation of Conservation Goals:**
    - Implement conservation and resource protection goals, policies, and recommendations as outlined in the Duncanville Comprehensive Plan, ensuring alignment with community values and priorities.
7. **Land Acquisition and Easements:**
    - Purchase land, development rights, or interests in land, including conservation easements and trail or path easements, to protect valuable natural areas and facilitate connectivity in the community.

How Does the City Protect Open Space?

The City periodically acquires open space land from willing sellers on the open market to protect and enhance the natural resources and features of these properties.

Furthermore, the City also recognizes the importance of open space and conservation efforts related to parks and other lands already under its ownership. When evaluating development or redevelopment projects, the City will consider requiring a land set-aside as part of the development or developer purchases of conservation easements or a contribution to the Duncanville Conservation Fund from the developer.

Long-Term Management

When the City owns open space, it takes on the responsibility of maintaining and managing the land for its habitat and conservation values. Long-term management of City-owned open space is a key component of the program. The sale of conservation values through a conservation easement results in funding to:

- Conduct enhancement and habitat restoration work.
- Provide short and long-term management planning.
- Create a non-wasting endowment fund to protect and manage the land and its natural resources in perpetuity.

Active Management is a key component of the program. Management requires financial resources and expertise. The City partners with conservation organizations to manage and protect the open space for:

- **Biodiversity and Habitat**
- **Agriculture and Working Lands**
- **Climate Change Goals:** Adaptation and resilience through watershed, stormwater management, and flood control, enabling the City to address and adapt to climate events.
- **Mitigation:** Focusing on carbon sequestration and reduction.

Funding Mechanism for the Duncanville Conservation Fund

1. **Annual Review of Unexpended Funds:**
    - At the end of each fiscal year, the City Council will conduct a comprehensive review of unexpended funds within the General Fund. This review will identify any surplus funds that can be allocated for community initiatives.
2. **Annual Transfer to the Conservation Fund:**

- The City Council will consider an annual financial contribution or transfer to the Duncanville Conservation Fund based on the results of the review.
- The initial annual transfer from the General Fund will be set at **$2,000** to establish the Conservation Fund.

3. **Subsequent Contributions:**
   - Following the initial transfer, the City Council will evaluate the performance and needs of the Conservation Fund during budget planning sessions each year, allowing for adjustments to the annual contribution based on available funds and community priorities.
4. **Additional Funding Sources:**
   - The Conservation Fund will actively seek to maintain and grow its resources through various mechanisms, including:
     - **Individual Donations:** Encouraging community members to contribute directly to the fund.
     - **Fundraising Events:** Organizing events in collaboration with local organizations to generate additional funds.
     - **Water Bill Donations:** Introducing an option for residents to add a donation to their water bills, supporting the fund on an ongoing basis.
     - **Public and Private Grants:** Applying for grants from governmental and non-governmental organizations focused on conservation and environmental sustainability.
     - **Fees for Services:** Increasing and transferring a portion of collected fees related to city services that directly support conservation efforts.
5. **Reporting and Accountability:**
   - The Duncanville Conservation Fund will provide an annual report to the City Council detailing the use of funds, ongoing projects, and the impact on community resources. This transparency will foster public trust and encourage further support for conservation initiatives.

Long-Term Vision:

The Duncanville Conservation Fund represents a long-term vision for preserving the natural, recreational, educational, historical, and environmental resources in Duncanville. By promoting sustainable practices, the fund aims to enhance the quality of life for residents while preserving the city's natural beauty for future generations.

This policy not only establishes a financial framework for supporting conservation efforts but also reflects Duncanville's commitment to fostering a sustainable community for all its residents.

STAFF REPORT

MEETING: City Council - 07 Jan 2025

TITLE:
Monthly Financial Report as of November 30, 2024

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
The Finance Report is presented to provide actual revenues received and expenditures made compared to the budget. The report provides financial summary data on all city funds and narratives with five-year comparison graphs for key funds, including the General, Utility, Economic Development, and Fieldhouse funds.

POLICY EXPLANATION:
The month of November is the second month of fiscal year 2024-2025. Revenues and expenditures are unaudited and will be updated as the year progresses. Revenues and expenditures can fluctuate depending on the time of year, but the benchmark for revenues and expenditures compared to the budget is 16.7%. Overall revenue for all funds is 7.1% and 7.7% for expenditures.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	**Purchase Amount**	**After Encumber**
NA	NA	NA

ACTION ALTERNATIVES:
No City Council action required.

ATTACHMENTS:
2024 11-30 Monthly Financial Report

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2024-2025

YEAR-TO-DATE OPERATIONS

AS OF NOVEMBER 30, 2024

OCTOBER 1, 2024 - NOVEMBER 30, 2024

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

Updated and Prepared by
FISCAL SERVICES DEPARTMENT
12/30/2024

FY 2024-2025 Financial Report as of November 30, 2024

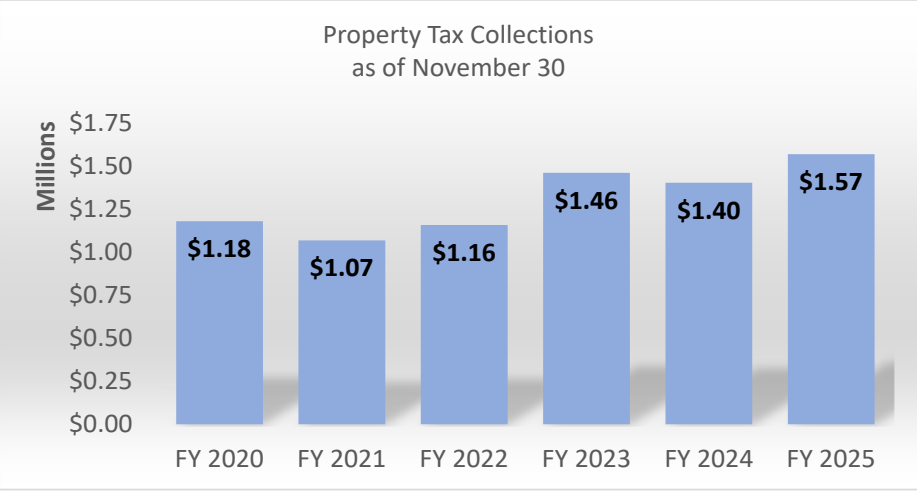
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures for the month of November 2024, compared to the budgetary numbers for fiscal year 2024-2025 and the actual numbers year-to-date for the fiscal year 2023-2024. The report provides financial summary data on all funds, including on-going Capital Improvement Projects. The General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included in the financial statements. In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

November, being the second month in the fiscal year, is a slower month for revenue and expenditures. The benchmark of budget usage is 16.7%. Overall, revenues collected are 7.1% and expenditures made are 7.7% of the budget.

The charts throughout compare the revenues and expenditures to date, for the same period, for each fiscal year from FY 2020 to current.

PROPERTY TAX COLLECTIONS



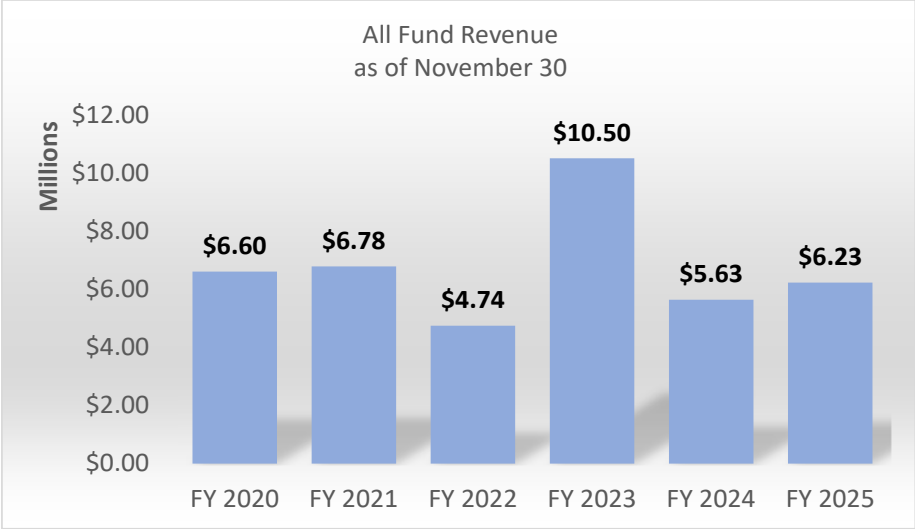
The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget. Total FY 2025 (for calendar year 2024) levy is $23.8 million. December – February time frame is the largest collection months for property tax.

Sales tax is the second largest revenue category. Sales tax is collected two months behind. The first financial report to reflect sales tax receipts will be December.

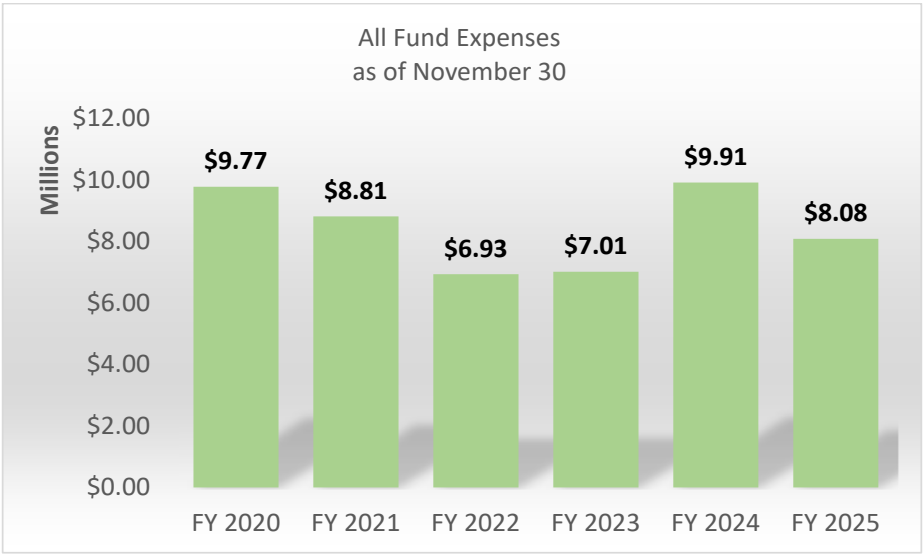
FY 2024-2025 Financial Report as of November 30, 2024

ALL FUNDS

Total revenue collected as of November 30 is $6.2 million. This is 7.1% of the total revenue budget for all funds. The FY 2024 audit is underway. Revenues are typically lower in the first two months of the fiscal year due to adjustments and accruals to the previous fiscal year.



- Interest Income received to date is $526,901, 32.8% of the budget.

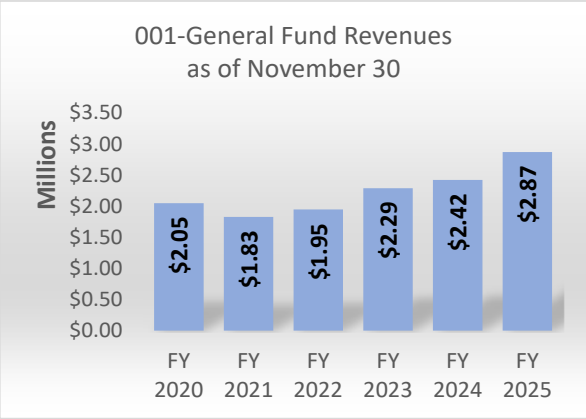


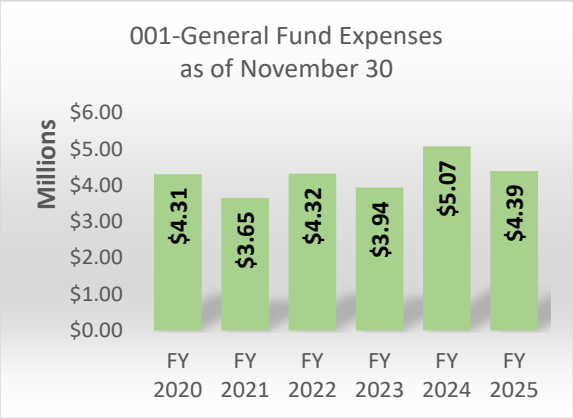
- Expenditures are 7.7% of the budget to date.

FY 2024-2025 Financial Report as of November 30, 2024

GENERAL FUND

The General Fund's unaudited ending fund balance for FY 2024 is $23.3 million. The excess over the 150 days maximum reserve is approximately $5 million. The numbers are preliminary until the FY 2024 audit is complete and remaining entries are made.





General Fund Revenue Highlights:

- General Fund revenues are currently at 6.6% of the budget. Revenues lag behind the benchmark for the first few months of the fiscal year. Sales tax is collected two months behind, franchise tax receipts are received quarterly, and the majority of current property tax revenue is collected in December through February.
- Interest revenue received is $171 thousand. This is 18.8% of the budget and 8% less than November of 2023.

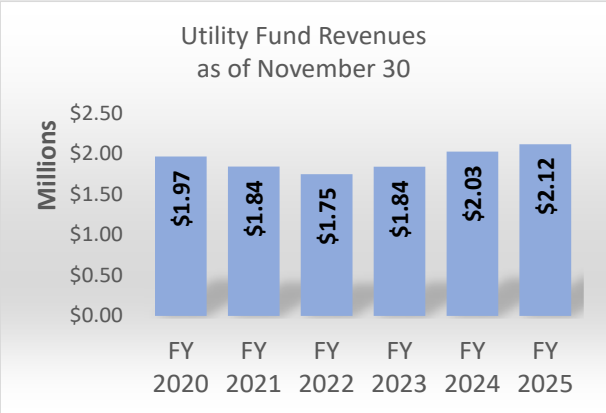
General Fund Expense Highlights:

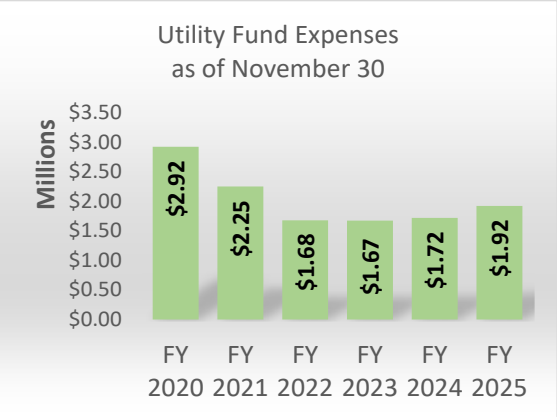
- Operating expenditures are 10.2% of the budget. The benchmark is 16.7%.

FY 2024-2025 Financial Report as of November 30, 2024

UTILITY FUND

The Utility Operating Fund's unaudited ending fund balance for FY 2024 is $11.8 million. The excess over the 150 days maximum reserve is approximately $2.4 million. The numbers are preliminary until the FY 2024 audit is complete.



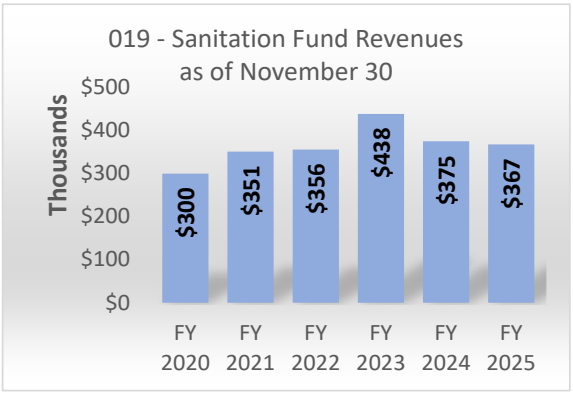


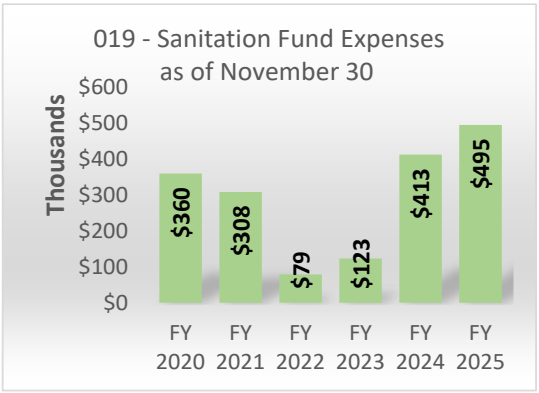
- Total revenue is 9.3% of the budget. Utility revenue is one month behind.
- Total expenditures are 8.4% of the budget. $1.04 million spent with Trinity River Authority for wastewater treatment.

SANITATION FUND

The Sanitation Fund beginning fund balance is $1.2 million.

- Total revenues are 7.6% of the budget. Utility revenue is one-month behind.
- Total expenditures are 10.3% of the budget, including $442 thousand in garbage and landfill collection expenses.



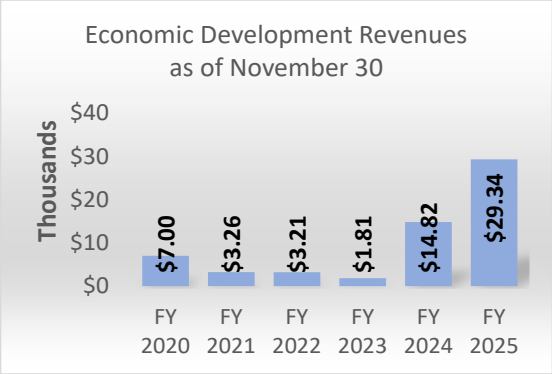


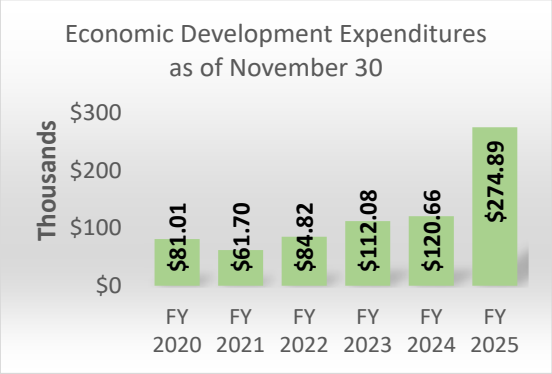
FY 2024-2025 Financial Report as of November 30, 2024

ECONOMIC DEVELOPMENT

The Economic Development unaudited beginning fund balance is $7.2 million

- Revenues are 0.89% of the budget. Interest income applied is $25,616. Interest was not previously budgeted.



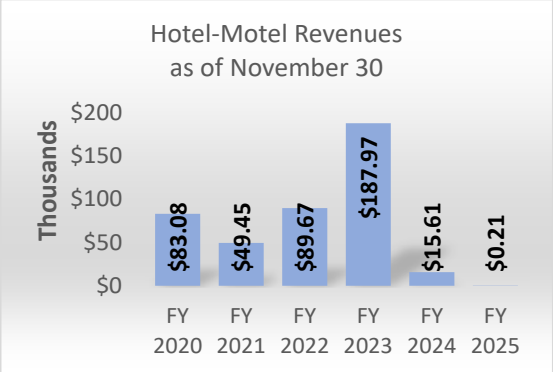


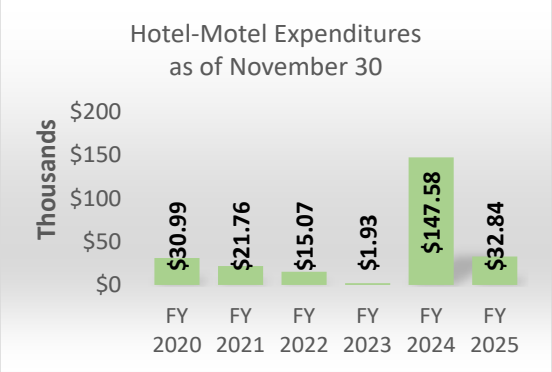
Total expenditures are 5.7% of the budget, including $97 thousand for business grants.

HOTEL – MOTEL

The Hotel-Motel unaudited beginning fund balance is $4.6 million.

- Revenues are 0.02% of the budget. Hotel-Motel revenue usually is paid quarterly.
- Total expenditures are 1.5% of the budget. Approved tax grants in October include Chamber, Duncanville Community Theatre, Lions Club, Hoopfest, and Great American Shootout totaling $261,800.

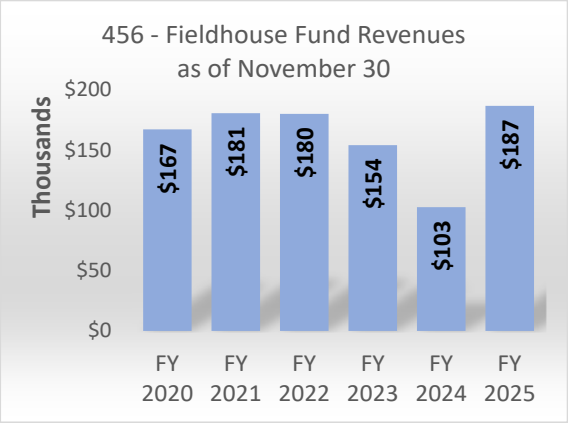


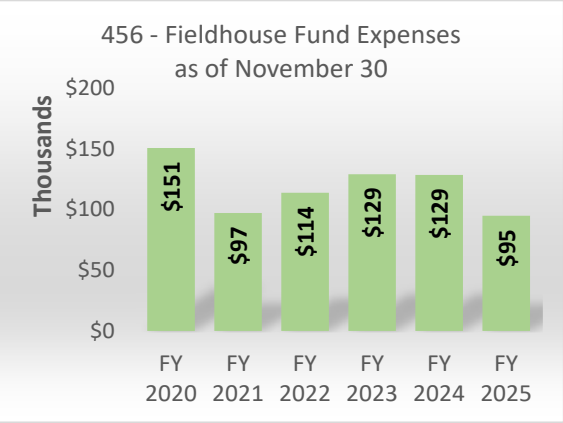


FY 2024-2025 Financial Report as of November 30, 2024

FIELDHOUSE FUND

The Fieldhouse Fund unaudited beginning fund balance is -$2 million.





- Total revenues are 8.7% of the budget.
  - The Fieldhouse is an Enterprise Fund and therefore operates with accrual accounting. This means revenue not yet earned, such as receiving a deposit for a future event, will not be reflected as revenue until after the event.

- Total expenditures are 4.7 % of the budget.

ACCOUNT CATEGORY EXPLANATIONS

REVENUES:

1. 50 – Property Taxes: includes current year taxes, prior year taxes, and penalties and interest on delinquent taxes.
2. 51 – Sales & Other Taxes: includes Sales Tax, Hotel/Motel Occupancy Tax, and Mixed Beverage Tax.
3. 52 – Permits & Licenses: includes Building related permits, alarm permits, health inspections.
4. 53 – Fines and Fees: includes court fines, late payment penalties.
5. 54 – Intergovernmental Revenues: include revenues from grant awards, court awards, and reimbursements from other governmental agencies. For example, School Crossing Guards, Regional Emergency Management, CDBG (Community Development Block Grant) Neighborhood Service Officer.
6. 55 – Interest: includes interest earned from investments.
7. 56 – Franchise Fee Revenue: includes revenues received from gross receipts for utilities such as Gas, Electric, Cable, garbage collection. Companies such as Atmos and Oncor, submit franchise payments.
8. 57 – Charges for Service: includes memberships, rentals, water/sewer/garbage services, Fieldhouse rentals.
9. 58 – Transfers from Funds: includes funds received from other Funds.
10. 59 – Other Sources: includes all other revenues not categorized. Smaller revenue sources such as miscellaneous and reimbursements.

EXPENDITURES:

1. 60 – Salary and Benefits: includes all salary, benefit, workers compensation, and retiree medical insurance line items.
2. 72 – Supplies and Materials: includes line items for office supplies, direct materials, clothing, tools, janitorial supplies, postage, computer hardware and software.
3. 73 – Contractual and Professional Services: includes election expenses, contractual services such as the cost-sharing partnerships for the jail, animal shelter, and regional dispatch, membership dues, professional development, professional fees such as engineers for construction projects, and legal services.
4. 74 – Maintenance and Repair Services: includes maintenance/licensing agreements such as software support, building, grounds, vehicle maintenance.
5. 75 – Utilities: City facilities water, gas, and electrical.
6. 76 – Capital Outlay: includes purchase over $5000 to become a capitalized asset such as land, building improvements, infrastructure, equipment and vehicles.
7. 77 – Debt Services: includes principal and interest payments on debt.
8. 78 – Transfers to Funds: includes transfers out to other funds, IT and Fleet replacement contributions.
9. 79 – Other Financing Uses: includes training, hospitality, and employee appreciation expenses. In Economic Development fund 012 – grants and development incentives are budgeted in this category.

ALL FUNDS
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$1,569,624	$24,454,564	6.42%	$22,884,940	$1,404,136	6.00%	$165,488	11.79%
51 - SALES & OTHER TAXES	14,902	14,154,629	0.11%	14,139,727	22,925	0.16%	(8,022)	-34.99%
52 - PERMITS & LICENSES	150,018	671,500	22.34%	521,482	129,686	20.03%	20,332	15.68%
53 - FINES & FEES	46,187	841,100	5.49%	794,913	52,219	13.83%	(6,033)	-11.55%
54 - INTERGOV REVENUES	73,226	605,996	12.08%	532,770	61,735	3.46%	11,492	18.61%
55 - INTEREST	526,901	1,605,600	32.82%	1,078,700	577,107	663.34%	(50,207)	-8.70%
56 - FRANCHISE FEE REV	96,456	2,060,000	4.68%	1,963,544	15,200	-0.73%	111,657	-734.57%
57 - CHARGES FOR SERVICES	2,928,553	31,251,673	9.37%	28,323,120	2,605,770	9.04%	322,783	12.39%
58 - TRANSFER FROM FUNDS	466,112	9,442,308	4.94%	8,976,196	464,818	4.97%	1,294	0.28%
59 - OTHER SOURCES	353,032	2,287,541	15.43%	1,934,509	331,490	13.63%	21,542	6.50%
Revenue Total	**$6,225,011**	**$87,374,911**	**7.12%**	**$81,149,900**	**$5,634,685**	**6.75%**	**$590,326**	**10.48%**
Expense								
60 - SALARY AND BENEFITS	$3,939,925	$32,140,447	12.26%	$28,200,522	$4,346,972	14.34%	($407,047)	-9.36%
72 - SUPPLIES & MATERIALS	163,120	4,418,367	3.69%	4,255,246	344,280	7.85%	(181,159)	-52.62%
73 - CONTRACT & PROF SVCS	2,554,534	26,240,125	9.74%	23,685,591	2,396,571	9.58%	157,963	6.59%
74 - MAINT & REPAIR SVCS	171,392	2,017,467	8.50%	1,846,075	234,017	10.58%	(62,625)	-26.76%
75 - UTILITIES	210,408	1,246,694	16.88%	1,036,287	166,636	13.31%	43,772	26.27%
76 - CAPITAL OUTLAY	260,174	22,422,539	1.16%	22,162,365	1,673,967	5.92%	(1,413,794)	-84.46%
77 - DEBT SERVICES	0	2,024,506	0.00%	2,024,506	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	637,247	10,469,122	6.09%	9,831,875	661,432	6.29%	(24,185)	-3.66%
79 - OTHER FINANCING USES	144,324	3,459,350	4.17%	3,315,026	85,729	2.25%	58,595	68.35%
Expense Total	**$8,081,124**	**$104,438,617**	**7.74%**	**$96,357,494**	**$9,909,603**	**9.19%**	**$1,828,479**	**-18.45%**
Net Income (Loss)	**($1,856,112)**	**($17,063,707)**			**($4,274,918)**			

001 - GENERAL FUND
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$779,824	$1,474,407	$22,939,008	6.43%	$1,290,668	5.89%	$183,739	14.24%
51 - SALES & OTHER TAXES	5,747	11,177	9,951,222	0.11%	5,488	0.05%	5,689	103.66%
52 - PERMITS & LICENSES	91,631	150,018	671,500	22.34%	129,686	20.03%	20,332	15.68%
53 - FINES & FEES	19,545	41,780	813,600	5.14%	47,138	13.46%	5,358	-11.37%
54 - INTERGOV REVENUES	0	334	350,810	0.10%	5,241	1.51%	4,907	-93.63%
55 - INTEREST	171,232	281,473	1,500,000	18.76%	306,130	452.19%	24,656	-8.05%
56 - FRANCHISE FEE REV	96,456	96,456	1,785,000	5.40%	15,200	-0.87%	111,657	-734.57%
57 - CHARGES FOR SERVICES	126,280	328,518	1,214,000	27.06%	162,996	14.21%	165,522	101.55%
58 - TRANSFER FROM FUNDS	233,056	466,112	2,802,670	16.63%	464,818	16.62%	1,294	0.28%
59 - OTHER SOURCES	14,635	19,183	469,250	4.09%	25,575	5.71%	6,392	-24.99%
Revenue Total	**$1,538,406**	**$2,869,458**	**$42,497,060**	**6.75%**	**$2,422,539**	**6.10%**	**$446,919**	**18.45%**
Expense								
60 - SALARY AND BENEFITS	$1,969,522	$3,446,626	$27,854,771	12.37%	$3,864,316	14.75%	$417,690	-10.81%
72 - SUPPLIES & MATERIALS	80,919	142,211	2,852,928	4.98%	151,653	7.09%	(9,442)	-6.23%
73 - CONTRACT & PROF SVCS	287,074	356,675	7,877,535	4.53%	531,997	6.88%	(175,322)	-32.96%
74 - MAINT & REPAIR SVCS	118,239	158,426	1,388,250	11.41%	202,014	12.39%	(43,589)	-21.58%
75 - UTILITIES	102,603	153,235	1,000,209	15.32%	145,688	14.84%	7,548	5.18%
76 - CAPITAL OUTLAY	0	0	585,246	0.00%	58	0.02%	(58)	-100.00%
78 - TRANSFER TO FUNDS	59,269	118,538	1,066,425	11.12%	142,119	12.45%	(23,581)	-16.59%
79 - OTHER FINANCING USES	10,046	15,640	471,266	3.32%	37,075	7.52%	(21,435)	-57.82%
Expense Total	**$2,627,672**	**$4,391,350**	**$43,096,629**	**10.19%**	**$5,074,921**	**12.50%**	**$683,571**	**-13.47%**
Net Income (Loss)	**($1,089,266)**	**($1,521,893)**	**($599,569)**		**($2,652,382)**			

	FY 25 BUDGET
UNAUDITED BEGINNING FUND BALANCE	**$ 23,391,382**
UNAUDITED ENDING FUND BALANCE	**$ 22,791,813**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	52.9%
# of Days Coverage	193
Reserve Minimum $$ (90 Days)	$ 10,626,566
Reserve Maximum $$ (150 Days)	$ 17,710,943
Excess over Maximum $$	**$ 5,080,870**

001 - GENERAL FUND
AS OF NOVEMBER 30, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
50 - PROPERTY TAXES								
501101 - CURRENT TAXES	$753,840	$1,441,860	$22,689,008	6.35%	$1,245,707	5.76%	$196,153	15.75%
501102 - DELINQUENT TAXES	19,456	21,957	150,000	14.64%	44,811	30.90%	(22,854)	-51.00%
501103 - PENALTIES AND INTEREST	6,528	10,589	100,000	10.59%	150	0.10%	10,439	6969.20%
50 - PROPERTY TAXES Total	**$779,824**	**$1,474,407**	**$22,939,008**	**6.43%**	**$1,290,668**	**5.89%**	**$183,739**	**14.24%**
51 - SALES & OTHER TAXES								
501201 - STATE SALES TAX CITY PORTION	$3,831	$7,451	$6,560,815	0.11%	$3,659	0.05%	$3,792	103.66%
501202 - SALES TAX PROPERTY TAX RELIEF	1,916	3,726	3,280,407	0.11%	1,829	0.05%	1,896	103.66%
501204 - ALCOHOLIC BEVERAGE TAX	0	0	110,000	0.00%	0	0.00%	(0)	0.00%
51 - SALES & OTHER TAXES Total	**$5,747**	**$11,177**	**$9,951,222**	**0.11%**	**$5,488**	**0.05%**	**$5,689**	**103.66%**
52 - PERMITS & LICENSES								
502101 - BUILDING PERMITS	$75,917	$108,514	$350,000	31.00%	$64,288	18.37%	$44,226	68.79%
502102 - ELECTRICAL PERMITS	2,000	3,635	35,000	10.39%	9,185	34.02%	(5,550)	-60.42%
502103 - SOLICITOR LICENSES	75	300	500	60.00%	75	15.00%	225	300.00%
502106 - SIGN PERMITS	1,773	2,523	20,000	12.62%	4,800	26.67%	(2,277)	-47.44%
502108 - HEALTH FOOD INSPECTION FEES	4,198	17,048	71,000	24.01%	19,425	25.90%	(2,377)	-12.24%
502109 - PLUMBING AND AC PERMITS	7,308	12,733	60,000	21.22%	11,422	19.04%	1,311	11.48%
502111 - ZONING & SPEC USE PERMIT	48	398	15,000	2.66%	1,750	14.58%	(1,352)	-77.24%
502114 - RENTAL PROPERTY REGISTRATION	0	300	55,000	0.55%	10,175	18.50%	(9,875)	-97.05%
502120 - ALARM PERMITS	312	4,566	60,000	7.61%	8,566	19.04%	(4,000)	-46.69%
502122 - POOL OR SPA INSPECTION FEE	0	0	5,000	0.00%	0	0.00%	(0)	0.00%
509607 - ANIMAL PERMITS	0	0	0	0.00%	0	0.00%	(0)	0.00%
52 - PERMITS & LICENSES Total	**$91,631**	**$150,018**	**$671,500**	**22.34%**	**$129,686**	**20.03%**	**$20,332**	**15.68%**
53 - FINES & FEES								
502107 - WRECKER AND STORAGE FEES	$0	$0	$0	0.00%	$0	0.00%	($0)	0.00%
503101 - MUNICIPAL COURT FINES	16,428	34,681	750,000	4.62%	34,894	12.69%	(213)	-0.61%
503102 - COURT RELATED FEES	2,651	5,878	50,000	11.76%	10,893	18.16%	(5,015)	-46.04%
503103 - SCHOOL CROSSING FEES	145	320	2,500	12.79%	610	24.38%	(290)	-47.54%
503201 - LIBRARY FINES	311	742	6,000	12.37%	641	12.83%	101	15.69%
503301 - FALSE ALARM FINES	0	150	5,000	3.00%	100	1.33%	50	50.00%
509609 - RETURN CHECK FEES	0	(0)	100	0.00%	0	0.00%	(0)	0.00%
53 - FINES & FEES Total	**$19,535**	**$41,770**	**$813,600**	**5.13%**	**$47,138**	**13.46%**	**($5,367)**	**-11.39%**

001 - GENERAL FUND
AS OF NOVEMBER 30, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
54 - INTERGOV REVENUES								
504102 - DISD SCHOOL CROSSING GUARDS	$0	$0	$50,310	0.00%	$0	0.00%	($0)	0.00%
504103 - DALLAS CNTY CROSSING GUARD REV	0	0	40,000	0.00%	4,765	11.91%	(4,765)	-100.00%
504109 - REIMB FOR REG EMERG MANAGER	0	0	150,500	0.00%	0	0.00%	(0)	0.00%
507105 - SENIOR MEAL DONATIONS	0	334	0	0.00%	476	0.00%	(142)	-29.92%
508203 - INTERGOV REIMBURSEMENT-CDBG	0	0	60,000	0.00%	0	0.00%	(0)	0.00%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	0	0	0	0.00%	0	0.00%	(0)	0.00%
54 - INTERGOV REVENUES Total	**$0**	**$334**	**$300,810**	**0.11%**	**$5,241**	**1.51%**	**($4,907)**	**-93.63%**
55 - INTEREST								
505101 - INTEREST ON GOVT POOL INVEST	$81,145	$96,026	$1,000,000	9.60%	$107,805	6341.45%	($11,778)	-10.93%
505103 - CERT OF DEPOSIT INTEREST	17,101	34,891	100,000	34.89%	27,473	76.31%	7,418	27.00%
505106 - MONEY MARKET INTEREST	72,986	150,556	400,000	37.64%	170,852	569.51%	(20,296)	-11.88%
55 - INTEREST Total	**$171,232**	**$281,473**	**$1,500,000**	**18.76%**	**$306,130**	**452.19%**	**($24,656)**	**-8.05%**
56 - FRANCHISE FEE REV								
501301 - FRANCHISE FEE ELECTRIC	$0	$0	$1,150,000	0.00%	$0	0.00%	($0)	0.00%
501302 - FRANCHISE FEE GAS	65,770	65,770	425,000	15.48%	0	0.00%	65,770	0.00%
501303 - FRANCHISE FEE TELEPHONE	0	0	70,000	0.00%	15,200	-20.27%	15,200	-100.00%
501304 - FRANCHISE FEE CABLE TV	0	0	140,000	0.00%	0	0.00%	(0)	0.00%
56 - FRANCHISE FEE REV Total	**$65,770**	**$65,770**	**$1,785,000**	**3.68%**	**$15,200**	**-0.87%**	**$80,970**	**-532.69%**
57 - CHARGES FOR SERVICES								
502105 - EMERGENCY MEDICAL SERVICE	$113,045	$302,572	$900,000	33.62%	$99,326	11.04%	$203,246	204.62%
507102 - RECREATION FEES	9,050	16,770	250,000	6.71%	41,131	20.57%	(24,362)	-59.23%
507104 - SENIOR CENTER ANNUAL USER FEE	290	680	3,000	22.67%	630	28.64%	50	7.94%
507107 - RECREATION CENTER CLASSES	2,269	4,111	25,000	16.44%	5,293	33.08%	(1,182)	-22.33%
507108 - SPECIAL EVENTS	0	500	16,000	3.13%	11,700	73.13%	(11,200)	-95.73%
507109 - SENIOR CLASS/TRIPS	378	841	3,000	28.03%	1,493	49.77%	(652)	-43.67%
509603 - LIBRARY SERVICE FEES	1,248	3,044	17,000	17.91%	3,423	34.23%	(379)	-11.07%
509622 - MOWING LIEN REIMBURSEMENTS	0	0	0	0.00%	0	0.00%	(0)	0.00%
57 - CHARGES FOR SERVICES Total	**$126,280**	**$328,518**	**$1,214,000**	**27.06%**	**$162,996**	**14.21%**	**$165,522**	**101.55%**
58 - TRANSFER FROM FUNDS								
598002 - PILOT FEE TZ-CITY WWW UTILITY	$117,425	$234,850	$1,409,097	16.67%	$257,014	16.67%	($22,164)	-8.62%
599002 - TRANS FROM UTILITY FUND-002	90,564	181,128	1,086,766	16.67%	177,566	16.67%	3,562	2.01%
599010 - TRANS FROM HOTEL FUND-010	5,020	10,039	60,236	16.67%	5,936	16.67%	4,103	69.13%
599012 - TRANS FROM EDC FUND-012	20,048	40,095	240,571	16.67%	24,302	16.67%	15,793	64.98%
599230 - TRANS FROM JUVENILE FUND-230	0	0	6,000	0.00%	0	0.00%	(0)	0.00%
58 - TRANSFER FROM FUNDS Total	**$233,056**	**$466,112**	**$2,802,670**	**16.63%**	**$464,818**	**16.62%**	**$1,294**	**0.28%**

001 - GENERAL FUND
AS OF NOVEMBER 30, 2024

UNAUDITED REVENUES	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
59 - OTHER SOURCES								
503202 - LIBRARY DONATIONS	$0	$0	$0	0.00%	$0	0.00%	($0)	0.00%
509101 - SALE OF FIXED ASSETS	0	0	0	0.00%	0	0.00%	(0)	0.00%
509105 - SALE OF MATERIALS	0	0	3,750	0.00%	0	0.00%	(0)	0.00%
509201 - INSURANCE RECOVERY	0	0	75,000	0.00%	3,474	0.00%	(3,474)	-100.00%
509601 - MISCELLANEOUS REVENUE	1,815	6,127	100,000	6.13%	3,942	3.94%	2,184	55.41%
509602 - CASH OVER AND SHORT	810	809	0	0.00%	485	0.00%	(1,294)	-266.76%
509604 - POLICE ACCIDENT REPORTS	108	343	3,500	9.79%	1,317	37.63%	(974)	-73.98%
509606 - AUCTION PROCEEDS	0	0	0	0.00%	0	0.00%	(0)	0.00%
509612 - CITY SERVICES REIMBURSEMENT	0	0	54,000	0.00%	1,106	1.91%	(1,106)	-100.00%
509613 - WORKERS COMP REIMBURSEMENT	0	0	45,000	0.00%	500	1.11%	(500)	-100.00%
509614 - RENTAL OF TOWER	13,523	13,523	175,000	7.73%	13,620	6.05%	(97)	-0.71%
509618 - GAS WELL OIL REVENUE	0	0	13,000	0.00%	884	6.80%	(884)	-100.00%
509623 - CLAIM REIMBURSEMENTS	0	0	0	0.00%	212	0.00%	(212)	-100.00%
588888 - REVENUE SUSPENSE	0	0	0	0.00%	0	0.00%	(0)	0.00%
59 - OTHER SOURCES Total	**$14,635**	**$19,183**	**$469,250**	**4.09%**	**$25,540**	**5.70%**	**($6,357)**	**-24.89%**
Grand Total	**$1,507,710**	**$2,838,762**	**$42,447,060**	**6.69%**	**$2,422,504**	**6.10%**	**$416,258**	**17.18%**

001 - GENERAL FUND
AS OF NOVEMBER 30, 2024

UNAUDITED EXPENSES	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0101 - GENERAL GOV. SERVICES DEPT.								
01011000 - MAYOR AND COUNCIL	$4,380	$11,718	$92,610	12.65%	$21,329	18.14%	$9,611	-45.06%
01011020 - MAYOR	415	415	8,500	4.89%	1,197	14.08%	(781)	-65.29%
01011021 - DISTRICT 1	0	0	7,000	0.00%	45	0.64%	(45)	-100.00%
01011022 - DISTRICT 2	19	19	7,000	0.27%	42	0.61%	(24)	-55.73%
01011023 - DISTRICT 3	0	0	7,000	0.00%	0	0.00%	0	0.00%
01011024 - DISTRICT 4	324	324	7,000	4.63%	1,356	19.36%	(1,031)	-76.08%
01011025 - DISTRICT 5	0	0	7,000	0.00%	157	2.24%	(157)	-100.00%
01011026 - DISTRICT AT LARGE	254	254	7,000	3.63%	193	2.76%	61	31.52%
01011100 - CITY ADMINISTRATION	45,914	77,099	974,093	7.91%	81,175	9.79%	(4,075)	-5.02%
01011200 - CITY SECRETARY	34,237	45,354	357,569	12.68%	28,267	7.45%	17,087	60.45%
01011300 - HUMAN RESOURCES	43,158	69,990	603,386	11.60%	53,623	10.83%	16,366	30.52%
01011400 - INFO TECHNOLOGY	100,839	123,571	1,326,552	9.32%	269,128	18.58%	(145,556)	-54.08%
01011500 - PUBLIC INFORMATION OFFICE	31,964	74,629	594,917	12.54%	51,256	10.31%	23,373	45.60%
01011600 - PUBLIC LIBRARY	78,789	130,586	1,160,399	11.25%	133,019	11.84%	(2,434)	-1.83%
01011700 - CITY MARSHAL	8,191	12,813	120,577	10.63%	13,844	11.53%	(1,032)	-7.45%
0101 - GENERAL GOV. SERVICES DEPT. Total	**$348,483**	**$546,773**	**$5,280,604**	**10.35%**	**$654,631**	**12.93%**	**$107,859**	**-16.48%**
0102 - FISCAL SERVICES DEPT.								
01022000 - ACCOUNTING & REPORTING	$68,253	$113,068	$1,266,538	8.93%	$153,120	16.61%	$40,053	-26.16%
01022300 - MUNICIPAL COURT	34,288	54,691	577,916	9.46%	55,239	10.25%	(548)	-0.99%
01022500 - PROCUREMENT OFFICE	18,423	31,267	273,070	11.45%	30,369	12.33%	898	2.96%
0102 - FISCAL SERVICES DEPT. Total	**$120,964**	**$199,025**	**$2,117,524**	**9.40%**	**$238,728**	**13.98%**	**$39,703**	**-16.63%**
0103 - NEIGHBORHOOD & PLANNING DEPT.								
01036100 - BUILDING INSPECTION	$41,888	$71,376	$751,950	9.49%	$80,298	13.95%	$8,922	-11.11%
01036401 - PLANNING SERVICES	16,427	27,426	238,779	11.49%	23,121	11.73%	4,306	18.62%
01036500 - NEIGHBORHOOD SERVICES	24,672	43,833	503,290	8.71%	78,871	12.82%	(35,039)	-44.43%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	6,409	10,920	90,616	12.05%	11,343	13.44%	(423)	-3.73%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	**$89,396**	**$153,555**	**$1,584,635**	**9.69%**	**$193,632**	**13.15%**	**$40,077**	**-20.70%**
0104 - PARK AND RECREATION DEPT.								
01044000 - PARK & REC ADMINISTRATION	$22,785	$39,578	$312,811	12.65%	$38,034	13.11%	$1,543	4.06%
01044100 - REC PROGRAM ADMIN	27,629	45,471	539,477	8.43%	53,898	11.05%	(8,427)	-15.63%
01044200 - SPECIAL EVENTS ADMIN	1,510	2,164	102,950	2.10%	41,566	12.53%	(39,402)	-94.79%
01044300 - ATHLETIC PROGRAMMING	48,237	84,763	540,980	15.67%	44,412	9.80%	40,351	90.86%
01044500 - HORTICULTURE	13,596	23,455	213,329	10.99%	22,454	11.57%	1,001	4.46%
01044600 - PARK GROUNDS MAINTENANCE	112,759	206,406	1,871,052	11.03%	199,176	11.42%	7,230	3.63%
01044900 - SENIOR CENTER	19,430	32,679	279,510	11.69%	39,002	16.34%	(6,323)	-16.21%
0104 - PARK AND RECREATION DEPT. Total	**$245,946**	**$434,516**	**$3,860,109**	**11.26%**	**$438,542**	**11.73%**	**$4,027**	**-0.92%**

001 - GENERAL FUND
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0105 - POLICE SERVICES DEPT.								
01055000 - POLICE ADMINISTRATION	$239,139	$291,691	$2,692,409	10.83%	$102,748	4.10%	$188,943	183.89%
01055100 - PATROL	435,401	770,069	6,279,061	12.26%	780,579	13.71%	(10,510)	-1.35%
01055200 - CRIMINAL INVESTIGATION	125,512	234,131	1,792,717	13.06%	198,717	12.10%	35,414	17.82%
01055300 - ANIMAL CONTROL	7,352	12,676	590,684	2.15%	78,637	13.61%	(65,961)	-83.88%
01055400 - SCHOOL GUARDS	10,986	16,343	100,620	16.24%	16,485	16.38%	(142)	-0.86%
01055500 - CRIME PREVENTION	14,059	23,642	188,391	12.55%	23,613	14.05%	29	0.12%
01055600 - SWAT ORG	7,237	8,711	176,016	4.95%	4,239	2.90%	4,472	105.49%
01055700 - RECORDS	68,626	88,695	419,940	21.12%	53,408	14.11%	35,287	66.07%
01055900 - POLICE SPECIAL SERVICES	20,892	37,148	497,198	7.47%	36,219	8.72%	929	2.57%
0105 - POLICE SERVICES DEPT. Total	**$929,206**	**$1,483,106**	**$12,737,036**	**11.64%**	**$1,294,644**	**11.13%**	**$188,462**	**14.56%**
0106 - PUBLIC WORKS DEPT.								
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	$43,415	$74,818	$571,365	13.09%	$67,096	10.80%	$7,721	11.51%
01066200 - STREET MAINTENANCE	114,177	172,463	3,493,621	4.94%	195,760	5.67%	(23,297)	-11.90%
01066300 - TRAFFIC OPERATIONS	35,248	58,094	1,337,884	4.34%	56,220	5.06%	1,874	3.33%
01066700 - EQUIPMENT SERVICES	31,655	53,593	1,725,643	3.11%	115,518	8.61%	(61,925)	-53.61%
01066800 - BUILDING MAINTENANCE	69,481	101,660	1,094,952	9.28%	106,051	10.83%	(4,391)	-4.14%
0106 - PUBLIC WORKS DEPT. Total	**$293,976**	**$460,628**	**$8,223,464**	**5.60%**	**$540,646**	**7.20%**	**$80,018**	**-14.80%**
0107 - FIRE SERVICES DEPT.								
01077000 - FIRE ADMINISTRATION	$46,826	$84,285	$704,079	11.97%	$82,674	12.28%	$1,611	1.95%
01077100 - FIRE PREVENTION	27,875	47,671	413,095	11.54%	43,843	12.34%	3,828	8.73%
01077200 - FIRE SUPPRESSION	398,118	676,845	5,370,798	12.60%	741,476	14.45%	(64,631)	-8.72%
01077300 - ADVANCED LIFE SUPPORT	131,960	243,645	2,041,688	11.93%	220,723	12.21%	22,923	10.39%
01077500 - EMERGENCY MANAGEMENT ADMIN	16,620	22,998	238,572	9.64%	18,275	9.27%	4,723	25.84%
0107 - FIRE SERVICES DEPT. Total	**$621,400**	**$1,075,444**	**$8,768,232**	**12.27%**	**$1,106,991**	**13.56%**	**$31,547**	**-2.85%**
0108 - NON-DEPARTMENTAL								
01088000 - GENERAL NON DEPARTMENTAL	($21,700)	$38,305	$484,843	7.90%	$607,106	52.66%	$568,801	-93.69%
0108 - NON-DEPARTMENTAL Total	**($21,700)**	**$38,305**	**$484,843**	**7.90%**	**$607,106**	**52.66%**	**$568,801**	**-93.69%**
0109 - USE OF FUND BALANCE								
01099000 - USE OF FUND BALANCE	$0	$0	$40,182	0.00%	$0	0.00%	0	0.00%
0109 - USE OF FUND BALANCE Total	**$0**	**$0**	**$40,182**	**0.00%**	**$0**	**0.00%**	**$0**	**0.00%**
Grand Total	**$2,627,672**	**$4,391,350**	**$43,096,629**	**10.19%**	**$5,074,921**	**12.50%**	**(683,571)**	**-13.47%**

002 - WATER/SEWER UTILITY FUND
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$875	$4,000	21.88%	$1,505	37.63%	($630)	-41.86%
54 - INTERGOV REVENUES	(0)	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	63,039	105,100	59.98%	92,528	541.10%	(29,489)	-31.87%
57 - CHARGES FOR SERVICES	2,051,424	22,670,060	9.05%	1,922,875	9.13%	128,549	6.69%
59 - OTHER SOURCES	191	67,777	0.28%	8,873	12.54%	(8,682)	-97.85%
Revenue Total	**$2,115,530**	**$22,847,537**	**9.26%**	**$2,025,781**	**9.58%**	**$89,748**	**4.43%**
Expense							
60 - SALARY AND BENEFITS	$274,465	$2,485,758	11.04%	$284,498	12.10%	($10,033)	-3.53%
72 - SUPPLIES & MATERIALS	7,920	635,274	1.25%	13,161	1.87%	(5,241)	-39.82%
73 - CONTRACT & PROF SVCS	1,125,108	11,022,103	10.21%	897,743	8.85%	227,365	25.33%
74 - MAINT & REPAIR SVCS	12,967	426,800	3.04%	26,856	6.85%	(13,889)	-51.72%
75 - UTILITIES	34,174	103,352	33.07%	10,948	8.81%	23,226	212.15%
77 - DEBT SERVICES	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	464,365	8,036,192	5.78%	483,833	5.74%	(19,468)	-4.02%
79 - OTHER FINANCING USES	0	22,250	0.00%	150	1.04%	(150)	-100.00%
Expense Total	**$1,918,997**	**$22,731,729**	**8.44%**	**$1,717,189**	**7.75%**	**$201,809**	**11.75%**
Net Income (Loss)	**$196,532**	**$115,808**		**$308,592**			

	FY 25 BUDGET
UNAUDITED BEGINNING FUND BALANCE	**$ 11,678,560**
UNAUDITED ENDING FUND BALANCE	**$ 11,794,367**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	51.9%
# of Days Coverage	189
Reserve Minimum $$ (90 Days)	$ 5,605,084
Reserve Maximum $$ (150 Days)	$ 9,341,807
Excess over Maximum $$	**$ 2,452,560**

UTILITY CIP FUNDS
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
017 - UTILITY CAPITAL PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$5,250,000	0.00%	$0	0.00%	($0)	0.00%
Expense	$160,454	$8,947,269	1.79%	$233,081	-2.98%	$393,535	-168.84%
Net Income (Loss)	**($160,454)**	**($3,697,269)**		**$233,081**			

BEGINNING FUND BALANCE	**$ 3,905,053**
UNAUDITED ENDING FUND BALANCE	**$ 3,744,599**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
018 - UTILITY METER REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$0	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**($0)**		**($0)**			

BEGINNING FUND BALANCE	**$ 1,500,000**
ENDING FUND BALANCE	**$ 1,500,000**

010 - HOTEL TAX FUND
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	$0	$923,000	0.00%	$15,607	1.75%	$15,607	-100.00%
55 - INTEREST	0	0	0.00%	0	0.00%	($0)	0.00%
59 - OTHER SOURCES	211	0	0.00%	0	0.00%	211	0.00%
Revenue Total	**$211**	**$923,000**	**0.02%**	**$15,607**	**1.75%**	**($15,396)**	**-98.65%**
Expense							
60 - SALARY AND BENEFITS	$0	$102,585	0.00%	$12,419	13.26%	(12,419)	-100.00%
72 - SUPPLIES & MATERIALS	0	7,658	0.00%	0	0.00%	0	0.00%
73 - CONTRACT & PROF SVCS	22,800	644,459	3.54%	129,228	18.45%	(106,428)	-82.36%
76 - CAPITAL OUTLAY	$0	$1,425,000	0.00%	$0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	10,039	60,236	16.67%	5,936	16.67%	4,103	69.13%
79 - OTHER FINANCING USES	0	2,995	0.00%	0	0.00%	0	0.00%
Expense Total	**$32,839**	**$2,242,933**	**1.46%**	**$147,584**	**17.60%**	**($114,744)**	**-77.75%**
Net Income (Loss)	**($32,628)**	**($1,319,933)**		**($131,976)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 4,609,826**
UNAUDITED ENDING FUND BALANCE	**$ 4,577,197**

012 - ECONOMIC DEVELOPMENT
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue							
51 - SALES & OTHER TAXES	$3,726	$3,280,407	0.11%	$1,829	0.05%	1,896	103.66%
55 - INTEREST	25,616	0	0.00%	12,990	0.00%	12,626	97.20%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$29,341**	**$3,280,407**	**0.89%**	**$14,819**	**0.44%**	**$14,522**	**98.00%**
Expense							
60 - SALARY AND BENEFITS	$66,897	$634,791	10.54%	$61,346	10.90%	5,550	9.05%
72 - SUPPLIES & MATERIALS	0	150,122	0.00%	3,960	4.85%	(3,960)	-100.00%
73 - CONTRACT & PROF SVCS	61,443	773,971	7.94%	12,718	2.31%	48,726	383.14%
74 - MAINT & REPAIR SVCS	0	84,600	0.00%	3,126	3.65%	(3,126)	-100.00%
75 - UTILITIES	7,621	23,200	32.85%	4,909	21.16%	2,712	55.24%
76 - CAPITAL OUTLAY	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	41,152	784,865	5.24%	25,943	3.74%	15,209	58.63%
79 - OTHER FINANCING USES	97,772	2,365,280	4.13%	8,662	0.36%	89,110	1028.74%
Expense Total	**$274,886**	**$4,816,829**	**5.71%**	**$120,665**	**2.69%**	**$154,221**	**127.81%**
Net Income (Loss)	**($245,544)**	**($1,536,422)**		**($105,846)**			

UNAUDITED BEGINNING FUND BALANCE	**$ 7,253,849**
UNAUDITED ENDING FUND BALANCE	**$ 7,008,305**

015 - DRAINAGE FUND
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
55 - INTEREST	$0	$0	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	63,064	1,325,000	4.76%	49,573	6.36%	13,491	27.21%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$63,064**	**$1,325,000**	**4.76%**	**$49,573**	**6.35%**	**$13,491**	**27.21%**
Expense							
60 - SALARY AND BENEFITS	$0	$20,353	0.00%	$1,726	1.17%	(1,726)	-100.00%
72 - SUPPLIES & MATERIALS	0	16,805	0.00%	1,344	6.58%	(1,344)	-100.00%
73 - CONTRACT & PROF SVCS	8,558	274,158	3.12%	44	0.01%	8,514	19262.47%
74 - MAINT & REPAIR SVCS	0	10,000	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	38	215	17.58%	34	20.06%	4	11.93%
76 - CAPITAL OUTLAY	117,730	953,229	12.35%	84,108	4.38%	33,622	39.97%
78 - TRANSFER TO FUNDS	0	0	0.00%	0	0.00%	0	0.00%
79 - OTHER FINANCING USES	0	5,210	0.00%	0	0.00%	0	0.00%
Expense Total	**$126,326**	**$1,279,970**	**9.87%**	**$87,256**	**3.50%**	**$39,070**	**44.78%**
Net Income (Loss)	**($63,262)**	**$45,030**		**($37,683)**			

BEGINNING FUND BALANCE	$	**793,683**
ENDING FUND BALANCE	$	**730,421**

019 - SANITATION FUND
AS OF NOVEMBER 30, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025 YTD Actual	CURRENT YEAR - FY 2025 Revised Budget	CURRENT YEAR - FY 2025 % of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	PRIOR YEAR - FY 2024 % of Revised Budget	COMPARISON Variance PY-YTD $$	COMPARISON YTD Variance %
Revenue							
55 - INTEREST	$0	$500	0.00%	$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	0	230,000	0.00%	0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	367,416	4,598,913	7.99%	374,893	8.41%	(7,477)	-1.99%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$367,416**	**$4,829,413**	**7.61%**	**$374,893**	**8.00%**	**($7,477)**	**-1.99%**
Expense							
60 - SALARY AND BENEFITS	$36,892	$335,898	10.98%	$44,808	14.36%	(7,916)	-17.67%
72 - SUPPLIES & MATERIALS	5,178	21,535	24.05%	1,957	11.14%	3,221	164.60%
73 - CONTRACT & PROF SVCS	449,872	4,229,430	10.64%	362,391	8.85%	87,481	24.14%
74 - MAINT & REPAIR SVCS	0	10,500	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	0	356	0.00%	61	17.08%	(61)	-100.00%
76 - CAPITAL OUTLAY	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	3,152	218,914	1.44%	2,951	1.36%	201	6.83%
79 - OTHER FINANCING USES	0	1,450	0.00%	333	55.44%	(333)	-100.00%
Expense Total	**$495,095**	**$4,818,083**	**10.28%**	**$412,500**	**8.87%**	**$82,595**	**20.02%**
Net Income (Loss)	**($127,679)**	**$11,330**		**($37,607)**			

	FY 25 REVISED
UNAUDITED BEGINNING FUND BALANCE	**$ 1,289,655**
UNAUDITED ENDING FUND BALANCE	**$ 1,300,983**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	594.3%
# of Days Coverage	2,169
Reserve Minimum $$ (90 Days)	$ 1,188,020
Reserve Maximum $$ (150 Days)	$ 1,980,034
Amount needed to reach maximum	**$ 679,051**

456 - FIELDHOUSE
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$0	$0	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	118,131	1,443,700	8.18%	95,432	6.88%	22,698	23.78%
58 - TRANSFER FROM FUNDS	0	537,950	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	68,498	159,000	43.08%	7,163	4.20%	61,336	856.35%
Revenue Total	**$186,629**	**$2,140,650**	**8.72%**	**$102,595**	**4.89%**	**$84,034**	**81.91%**
Expense							
60 - SALARY AND BENEFITS	$74,416	$631,291	11.79%	$72,608	12.67%	1,808	2.49%
72 - SUPPLIES & MATERIALS	0	287,695	0.00%	16,706	5.71%	(16,706)	-100.00%
73 - CONTRACT & PROF SVCS	5,427	412,144	1.32%	31,508	7.07%	(26,080)	-82.78%
74 - MAINT & REPAIR SVCS	0	48,754	0.00%	2,020	4.51%	(2,020)	-100.00%
75 - UTILITIES	15,061	115,863	13.00%	4,997	4.21%	10,064	201.40%
77 - DEBT SERVICES	0	538,450	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	0	0	0.00%	650	16.67%	(650)	-100.00%
79 - OTHER FINANCING USES	0	2,450	0.00%	36	1.46%	(36)	-100.00%
Expense Total	**$94,904**	**$2,036,647**	**4.66%**	**$128,525**	**6.36%**	**($33,622)**	**-26.16%**
Net Income (Loss)	**$91,726**	**$104,003**		**($25,930)**			

UNAUDITED BEGINNING FUND BALANCE	**$ (2,031,330)**
UNAUDITED ENDING FUND BALANCE	**$ (1,936,427)**

SPECIAL REVENUE FUNDS
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
008 - COMPREHENSIVE SELF INSURANCE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$93,749	$560,025	16.74%	$93,257	16.64%	$493	0.53%
Expense	$519,730	$585,000	88.84%	$433,832	74.16%	$85,898	19.80%
Net Income (Loss)	**($425,981)**	**($24,975)**		**($340,575)**			
BEGINNING FUND BALANCE	**$ 559,370**						
UNAUDITED ENDING BALANCE	**$ 133,389**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
013 - GRANTS AND DONATIONS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$250	$222,461	0.11%	$9	0.00%	$241	2726.95%
Expense	$7,552	$339,025	2.23%	$2,400	0.49%	$5,151	214.59%
Net Income (Loss)	**($7,302)**	**($116,564)**		**($2,392)**			
BEGINNING FUND BALANCE	**$ 389,929**						
UNAUDITED ENDING BALANCE	**$ 382,627**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
033 - TAX INCREMENT FINANCING FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$172,198	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$2,750	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**$169,448**		**$0**			
BEGINNING FUND BALANCE	**$ 649,071**						
UNAUDITED ENDING BALANCE	**$ 649,071**						

SPECIAL REVENUE FUNDS
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
041 - ONE TIME PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$0	0.00%	$192,341	0.00%	($192,341)	0.00%
Net Income (Loss)	**$0**	**$0**		**$192,341**			
BEGINNING FUND BALANCE	**$ 892,323**						
UNAUDITED ENDING BALANCE	**$ 892,323**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
050 - ASSET FORFEITURE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$72,706	$36,800	197.57%	$56,493	153.51%	$16,213	28.70%
Expense	$30,912	$566,500	5.46%	$39,473	4.81%	($8,561)	-21.69%
Net Income (Loss)	**$41,794**	**($529,700)**		**$17,021**			
BEGINNING FUND BALANCE	**$ 3,566,469**						
UNAUDITED ENDING BALANCE	**$ 3,608,263**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
215 - PEG FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$45,000	0.00%	$0	0.00%	$0	0.00%
Expense	$7,811	$50,000	15.62%	$0	0.00%	$7,811	0.00%
Net Income (Loss)	**($7,811)**	**($5,000)**		**($0)**			
BEGINNING FUND BALANCE	**$ 54,182**						
UNAUDITED ENDING BALANCE	**$ 46,371**						

SPECIAL REVENUE FUNDS
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
225 - COURT SECURITY FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,215	$8,000	15.18%	$1,209	15.11%	$6	0.50%
Expense	$1,167	$0	0.00%	$0	0.00%	$1,167	0.00%
Net Income (Loss)	**$47**	**$8,000**		**$1,209**			
BEGINNING FUND BALANCE	**$ 66,970**						
UNAUDITED ENDING BALANCE	**$ 67,017**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
230 - JUVENILE CASE MGR	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,293	$8,000	16.16%	$1,329	16.61%	($36)	-2.70%
Expense	$0	$7,500	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$1,293**	**$500**		**$1,329**			
BEGINNING FUND BALANCE	**$ 7,338**						
UNAUDITED ENDING BALANCE	**$ 8,631**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
235 - COURT TECHNOLOGY	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,024	$7,500	13.65%	$1,039	13.85%	($15)	-1.44%
Expense	$0	$250	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$1,024**	**$7,250**					
BEGINNING FUND BALANCE	**$ 55,450**						
UNAUDITED ENDING BALANCE	**$ 56,474**						

SPECIAL REVENUE FUNDS
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
758 - AMERICAN RESCUE PLAN	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$38,793	$0	0.00%	$33,391	0.00%	$5,402	16.18%
Expense	$0	$918,214	0.00%	$152,788	4.03%	($152,788)	-100.00%
Net Income (Loss)	**$38,793**	**($918,214)**		**($119,397)**			

BEGINNING FUND BALANCE	**$ 1,251,533**
UNAUDITED ENDING BALANCE	**$ 1,290,326**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
005 - DEBT SERVICE FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$99,445	$1,515,556	6.56%	$117,777	7.94%	($18,332)	-15.57%
Expense	$0	$1,486,056	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$99,445**	**$29,500**		**$117,777**			
BEGINNING FUND BALANCE	**$ 693,711**						
UNAUDITED ENDING BALANCE	**$ 793,156**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
020 - STREET CIP	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$100,000	0.00%	$0	0.00%	$0	0.00%
Expense	$872	$154,486	0.56%	$0	0.00%	$872	0.00%
Net Income (Loss)	**$872**	**($54,486)**		**($0)**			
BEGINNING FUND BALANCE	**$ 83,351**						
UNAUDITED ENDING BALANCE	**$ 82,479**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
024 - PARK CAPITAL IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$3,484,054	0.00%	$873,773	14.36%	($873,773)	-100.00%
Net Income (Loss)	**$0**	**($3,484,054)**		**$873,773**			
BEGINNING FUND BALANCE	**$ 3,556,115**						
UNAUDITED ENDING BALANCE	**$ 3,556,115**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
025 - ALLEY IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$200,000	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$461,811	0.00%	$74,981	18.50%	($74,981)	-100.00%
Net Income (Loss)	**$0**	**($261,811)**		**$74,981**			
BEGINNING FUND BALANCE	**$ 299,551**						
UNAUDITED ENDING BALANCE	**$ 299,551**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
026 - CAPITAL IMPROVEMENT PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$113,752	$0	0.00%	$127,760	0.00%	$0	0.00%
Expense	$0	$3,897,200	0.00%	$345,908	-8.46%	$345,908	-100.00%
Net Income (Loss)	**$113,752**	**($3,897,200)**		**$473,667**			
BEGINNING FUND BALANCE	**$ 7,806,264**						
UNAUDITED ENDING BALANCE	**$ 7,920,016**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
401 - FURNITURE REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$25,000	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**($25,000)**		**$0**			
BEGINNING FUND BALANCE	**$ 80,000**						
UNAUDITED ENDING BALANCE	**$ 80,000**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF NOVEMBER 30, 2024

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
410 - IT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$26,202	16.91%	$0	0.00%
Expense	$0	$132,275	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**($132,275)**		**$26,202**			
BEGINNING FUND BALANCE	**$ 304,267**						
UNAUDITED ENDING BALANCE	**$ 304,267**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
415 - FLEET REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$171,136	$1,026,814	16.67%	$170,413	16.67%	$0	0.00%
Expense	$18,228	$2,025,918	0.90%	$1,030,364	50.91%	($1,012,136)	100.00%
Net Income (Loss)	**$152,908**	**($999,104)**		**$859,951**			
BEGINNING FUND BALANCE	**$ 2,261,548**						
UNAUDITED ENDING BALANCE	**$ 2,414,455**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
420 - SWAT REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$83,000	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$36,000	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**($0)**	**$47,000**		**$0**			
BEGINNING FUND BALANCE	**$ 11,903**						
UNAUDITED ENDING BALANCE	**$ 11,903**						