



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, April 1, 2025

4:30 P.M. – Executive Session

6:00 P.M. - Work Session/Briefing

7:00 P.M. - Regular Session

or immediately following the 6:00 pm Work Session/Briefing

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, April 1, 2025.
 - Email city.secretary@duncanvilletx.gov
 - Email title: Public Comment – Tuesday, April 1, 2025
 - First Name, Last Name, and Address
-

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. 5
[Executive Session](#)
2. City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate the purchase, exchange, lease, or value of real properties, being located north and west of SH 67, east of Main Street, and south of Camp Wisdom Rd; and to seek legal advice from City Attorney regarding such real property. 6
[Executive Session](#)

WORK SESSION / BRIEFING

1. **DISCUSS AGENDA ITEMS**
2. **CITY COUNCIL CALENDAR**
3. **BRIEFINGS / PRESENTATIONS**
 - A. Briefing Presentation on Xplor Recreation Management Software 7 - 23
[Parks and Recreation Management Software - Xplor Recreation](#)
 - B. Monthly Financial Report as of February 28, 2025 24 - 56
[Monthly Financial Report as of February 28, 2025](#)
 - C. Council to receive a briefing and discuss park security. 57
[Council Briefing on Park Security](#)

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

INVOCATION - Pastor Demond L. Tolliver of Bondage Breaking Ministries

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

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

- | | | |
|----|---|---------|
| A. | Consider the Minutes for the March 18, 2025, City Council Regular Meeting.
City Council - 18 Mar 2025 - Minutes | 58 - 62 |
| B. | Consider a Resolution authorizing the City Attorney to prepare an ordinance to update special use permit requirements related to parking vehicles and deliveries.
Resolution for an Ordinance to Update Special Use Permit Requirements | 63 - 64 |
| C. | Consider a resolution of the City Council of the City of Duncanville, Texas, authorizing the acceptance of a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG), to be administered by the City of Dallas, in the amount of \$6,537.99, utilized to purchase three storage boxes to be installed in the rear of the department's patrol vehicles.
JAG Grant Consideration | 65 - 83 |

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- | | | |
|----|--|----------|
| A. | Take any necessary action as a result of the Executive Session. | |
| B. | Consider Resolution 2025-444 approving an incentive agreement by the Duncanville Community & Economic Development Corporation (DCEDC) with Duncanville Eats LLC in an amount not to exceed | 84 - 113 |

\$4,330 for exterior signage at 700 S. Cockrell Hill Road, Suite #158, Duncanville, Texas 75137.

[DCEDC Design Incentive Grant - Duncanville Eats](#)

- C. Consider Resolution 2025-443 approving an amendment of an incentive agreement by the Duncanville Community & Economic Development Corporation (DCEDC) with Dolani Investments, LLC located at 511 E Camp Wisdom Road, Duncanville, Texas 75116. 114 - 121
[Amendment to Incentive Agreement with Dolani Investments LLC](#)

6. STAFF AND BOARD REPORTS

- A. Presentation from the Duncanville Police Department on revising Chapter Four—Animals and Fowl City Ordinance to comply with state legislation changes and best practices, and consideration for adoption. 122 - 185
[Requested Changes to Animal Ordinance](#)

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, March 27, 2025, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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



STAFF REPORT

MEETING: City Council - 01 Apr 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:

Mr. Bob Hager, City Attorney

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.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.



STAFF REPORT

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FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 01 Apr 2025

TITLE:

Briefing Presentation on Xplor Recreation Management Software

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Tyler Agee - Assistant Director of Parks and Recreation

Bart Stevenson - Director of Parks and Recreation

BACKGROUND/HISTORY:

The City of Duncanville has a long-standing commitment to providing high-quality recreational services and facilities to its residents. To enhance operational efficiency, financial transparency, and user experience across its recreational programs, the city has prioritized the integration of advanced technology solutions into its management processes. In this effort, Duncanville has identified a critical need for recreation management software that integrates seamlessly with Tyler Technologies Munis Financial Software, a cornerstone of the city's financial management system.

After an extensive review of available options, Xplore Recreation Management Software (Perfect Mind) was selected as the best value solution due to its unique ability to meet the city's complex requirements. Xplore is one of a few recreation management providers offering proven, successful integration with Munis Financial Software a capability that has already been demonstrated in other municipalities. This integration allows for streamlined management of recreation finances, reducing duplicate data entry, and ensuring comprehensive financial oversight.

In addition to its financial integration, Xplore provides a robust, cloud-based infrastructure, which offers Duncanville scalable resources for handling large transaction volumes, high availability, and enhanced data security. This cloud-based approach aligns with the city's technology strategy by minimizing the need for in-house IT maintenance and server space, optimizing cost efficiency and operational sustainability.

Beyond technical capabilities, Xplore offers a complete service package, including dedicated customer support, user-centered design, and a customer experience (CX) interface that enhances usability for city staff and residents alike. These inclusive services are designed to maintain high user satisfaction, reduce system downtime, and alleviate the support burden on city personnel.

Xplore's unique offering addresses all identified needs, making it the most comprehensive and effective solution to support Duncanville's recreation management goals. The decision to proceed with Xplore through a sole source procurement reflects the city's commitment to investing in technology that delivers lasting value and meets both operational and community service standards.

POLICY EXPLANATION:

Staff recommends reintroducing a formal contract and agreement between the City of Duncanville and Xplor Recreation to initiate system implementation. The total cost for the first year is \$25,200, which includes:

- \$13,200 for one-time software installation and seamless integration with Tyler Munis Financial Software.
- \$12,000 for the first year's subscription and user access

This strategic investment ensures that Duncanville can consolidate and streamline all recreation operations, increase system reliability, and improve the resident experience through a modern, cloud-based platform.

To begin the integration process in a timely and cost-effective manner, staff will bring forward a budget amendment for \$13,200 on April 15, 2025, for Council consideration. This amendment will fund the integration portion only, allowing staff to begin system setup and configuration before the start of FY26.

This approach is intentional to avoid overlapping costs of operating two systems simultaneously, ensure a clean transition to Xplor before FY26 subscription costs begin, and provide staff time for training, testing, and data migration ahead of full launch. The ongoing annual cost of \$12,000 for software use will be shared between the Recreation Department and The Fieldhouse, allowing for broader access across city-run programs while distributing cost responsibility equitably.

By moving forward with the budget amendment and contract with Xplor Recreation, the City positions itself for a more efficient, transparent, and resident-friendly recreation system. Staff is confident that this investment will result in improved operational performance and a better experience for both internal users and the public.

FUNDING SOURCE:

ORG and Object Number

01044200-700451

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

1. No Formal Action required

ATTACHMENTS:

[The City of Duncanville Implementation Overview - Enterprise Xplor Recreation
Xplor Recreation_Pricing proposal- City of Duncanville PDF](#)



1 Implementation

1.1 Project Delivery and Framework

To drive our project delivery approach, Xplor Recreation uses the processes, best practices, and guidelines set out in the Project Management Body of Knowledge (PMBOK) framework and that are the accepted standard within the project management industry. We have developed a comprehensive waterfall methodology to ensure a structured and successful implementation and have refined and tailored our approach to include the many unique organizational and architectural benefits of Xplor Recreation.

Our implementation approach uses a “partnership” model between Xplor Recreation and the Client, such that the Xplor Recreation project team primarily serves as a facilitator, coach, and trainer for the Client, to implement the solution together. This Client-enabled approach achieves a balance of the process-based experience of the Xplor Recreation project team with the business and operational knowledge of the Client team.

1.2 Project Team and Resources

Xplor Recreation

The following table provides an outline of Xplor Recreation resources assigned to a project, a brief description of responsibilities, and the estimated percentage of project tasks allocated to each. Staff assignments are subject to change based on current utilization and availability at the time of project award.

Resource	Brief Description of Project Responsibilities	Project Tasks
Project Sponsor (PS)	Oversees the project team and serves as an issue escalation point.	5-10%
Project Manager (PM)	Oversees the planning, execution, and completion of the project. Manages task coordination, resource management, progress monitoring, stakeholder communication, and ensures project meets its goals.	20-30%
Implementation Consultant (IC)	Conducts training and support the setup, testing, and troubleshooting of the software. Works closely with the Client project team to understand needs and ensures that a product fulfils these requirements effectively.	60-70%
Professional Services (PS)	Supports the project team with applicable tasks such as custom workflows, reports, documents, data migration, data lake and mobile app setup.	As required



Client: The City of Duncanville

The following table provides an outline of the Client resources that should make up the project team, a brief description of responsibilities and the estimated percentage of project tasks allocated to each. Please note the resources and responsibilities listed below may be handled by a single or multiple individuals and does not necessarily represent a separate Client resource. A resource could hold multiple of these responsibilities.

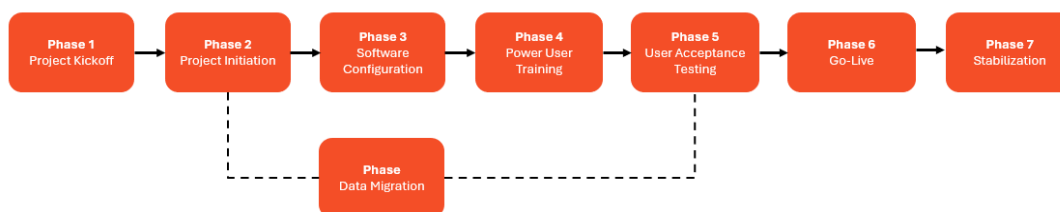
Resource	Brief Description of Project Responsibilities	Project Tasks
Project Sponsor (PS)	A person or group of people at the senior management level that need to be kept up to date on project progress but are not directly working on the project team.	1-5%
Project Manager (PM)	Oversees the planning, execution, and completion of the project. Manages task coordination, resource management, progress monitoring, stakeholder communication, and ensures project meets its goals.	15-20%
System Administrators (SA)	Responsible for configuring the software, maintaining the system and updates, and acts as first point of support internally post go-live. Should be a resource(s) from the recreation department, who has strong knowledge of the department processes, and is tech-savvy. Should have minimum two, maximum four SAs.	60-70%
IT Support (IT)	Responsible for configuring technical components of the system the Client is using, includes but not limited to, SSO, GIS, pin-pad installation.	5-10%
Finance Lead (FL)	Responsible for supporting the SA(s) with the setup of the accounting settings, testing necessary accounting and fiscal reporting procedures.	5-10%
Subject Matter Experts (SME)	Responsible for supporting the SA(s), as needed, with business information to complete database configuration and/or configuration data entry support.	5-10%
Power Users (PU)	Responsible for supporting the staff end user training plan; act as another layer of internal support during Go-Live. SMEs and PUs maybe be the same group of people.	5-10%



1.3 Project Phases

Our project delivery model involves distinct phases, with some flexibility for parallel execution. Each project phase concludes with a crucial milestone – Client sign-off on deliverables. This practice ensures continuous alignment with Client expectations and satisfaction throughout the implementation journey.

Several dynamic factors influence the overall project timeline, such as, the organization's size, the scope of the project, the learning curve and progress of knowledge absorption by the Client's staff, and the allocation of time and resources by the Client's project team. With that said, the typical timeline generally spans 6-12 months from the signing of the contract. During the Discovery phase, this timeline will be thoroughly examined, discussed, and validated in collaboration with the Client to establish a tailored and realistic project plan.



Phase 1: Project Kickoff - Duration 1-2 weeks

Once the contract is signed, the Sales team will introduce you to a member of the Xplor Recreation Implementation Team who will arrange the project kickoff meeting. This is the first meeting between the Xplor Recreation project team and the Client project team with the goal of establishing common goals, outlining the project structure and explaining our approach to project delivery.

Meetings	Resources	Days/Hours
Project Kick-off Meeting	XR: PM, IC Client: PM, SA, IT, FL	1 - 1.5 hours

Phase 2: Project Initiation (Discovery) - Duration 2 - 4 weeks

Post project kickoff meeting, a Discovery Document will be provided to the Client to complete and return to the Xplor Recreation project team. The purpose of this document is for the Client to gather and document information about their organization and business processes. The completed Discovery Document will be reviewed by the Xplor Recreation project team. This will assist in determining the project scope, defining requirements, developing the project plan and timelines, and preparing for future phases of the project. A Discovery Review Meeting with the Client will take place, allowing the Xplor Recreation project team to ask any additional clarifying questions and review any unique business processes to the organization.



Meetings	Resources	Days/Hours
Discovery Review Meeting	XR: PM, IC Client: PM, SA, IT, FL, SMEs	1 - 8 hours
Project Plan/Timelines Review Meeting	XR: PM Client: PM, SA	1 hour

Phase 3: Software Configuration and Training - Duration 8 - 16 weeks

This phase is focused on the core configuration of the Xplor Recreation software. The goal is to create the level of knowledge within the core administrator group, so you know how to configure and maintain the software without relying on a third party for support. To accomplish this, Xplor Recreation Implementation Consultant will deliver software configuration training in a series of sessions that are aligned with the logical flow of the software, both in terms of learning terminology and concepts, but also to ensure configuration dependencies in latter sessions are covered in advanced. After each session, the Implementation Consultant will provide the Client tasks (homework) that will need to be completed by the Client before the next training session. It is the Client's responsibility to ensure that resources are provided to complete the homework within the agreed timeframes.

At the end of the phase, the Client will be ready to move into testing the system. If any additional configuration changes are required during testing, the Xplor Recreation team will assist, and the additional configuration will be covered under phase 5 (User Acceptance Testing).

Meetings	Resources	Days/Hours
Training Session 1 Covers general settings and accounting setup, client and account management, point of sale, and memberships.	XR: IC Client: SA, IT, FL	2 - 3 days
Training Session 2 Covers facility booking management.	XR: IC Client: SA	2 - 3 days
Training Session 3 Covers activity/program registration.	XR: IC Client: SA	2 - 3 days
Training Session 4 Covers the customer member portal, online widgets, marketing, reporting, and workflows.	XR: IC Client: SA	1 - 2 days



Phase 4: Power User Training - Duration 1 - 3 weeks.

The purpose of the Power User Training phase extends beyond mere knowledge transfer; it's about empowering key influencers within the Client's organization. Conducted in a train-the-trainer model, this phase targets Client staff, specifically 'Champions' or 'Power Users', who play a critical role in driving engagement and facilitating end-user staff training. By harnessing their expertise, we create a network of internal advocates who champion the new software solution.

The Power User Training is designed to demonstrate how to use the system once the initial configuration is complete. The Xplor Recreation Implementation Consultant will lead the 'Power Users' through a multi-day training session comprised of overviews, demonstrations and hands-on practice for all applicable modules of the software.

This training occurs in a Test environment, replicating the Production environment. Depending on preference, this phase can be completed onsite or remotely. We recommend completing this phase onsite if possible.

Meetings	Resources	Days/Hours
Power User Training	XR: IC Client: SA, PU	2 - 3 days

Phase 5: User Acceptance Testing - Duration 4 - 12 weeks

The User Acceptance Testing (UAT) phase plays a crucial role in ensuring the seamless deployment of the Xplor Recreation system. The Xplor Recreation project team will provide the Client with a UAT script/template that will be used by the Client to complete functional testing across each user profile type. The Client can modify these templates as desired but will be responsible for testing the system in its entirety. Issues will be communicated back to the Xplor Recreation project team in a timely manner for resolution ahead of the Go-live date. In addition, there are several other activities the Client should be undertaking during this phase including, communication to its customer base about the upcoming change in software, staff end-user training, program and facility booking inputting for go-live, hardware and pin-pad setup, and any necessary manual migration activities.

Meetings	Resources	Days/Hours
Pin-Pad Setup Meeting	XR: IC Client: SA, IT	1 - 2 hours
Bank Reconciliation Training	XR: IC Client: SA, FL	1 - 2 hours



Phase 6: Go-Live Duration 1 - 2 weeks

After completing all necessary testing and end-user training, the Xplor Recreation team and Client will make the final preparations for Go-Live and arrange the necessary support resources. The Client can take a phased approach to going live; however, our preference is to switch all modules over at the same time. The Xplor Recreation project team will be available throughout to ensure all questions and challenges are addressed.

Phase 7: Stabilization - Duration 4 - 12 weeks

After Go-live, there will be a stabilization period as real-time scenarios and loads are experienced. During this phase, staff will become more comfortable in their roles and responsibilities using the system. Once both parties agree, the project will be handed over from the Implementation Team to the Account Management Team.

Phase: Data Migration

This phase is a critical stage in the project timeline, running concurrently with Phase 2 until the completion of Phase 5. It serves as a bridge between the configuration phase and the final preparations for system go-live. The Xplor Recreation project team will work with the Client to create and execute a migration plan tailor-made for the organization. The duration of the migration project is dependent on:

- Complexity and accessibility of legacy data.
- Migration Plan and Scope (Objects, Fields, and Functions required for migration).
- Resource availability in completing the migrating validation and data clean up.

We offer two options for moving historical data out of your legacy system and into Xplor Recreation: Partial or Manual Data Migration.

Partial Data Migration: Xplor Recreation will perform an automated date migration of select data. The Client is responsible for cleaning up historical data prior to beginning this phase and populating pre-defined templates with data. The data and objects that can be migrated as part of this plan are:

- Customer and Account information.
- Active Memberships.
- Customer Balance (account credits and balances owing).
- GL Accounts.

Manual Data Migration: is recommended for clients who want to start fresh, do not have a database, or if the data in the current legacy software is corrupt or inaccurate. Event information, rental agreements, and financial information (such as account balances and GL information) will be added manually to the system. Customer account information can be added manually or can be added to the database as customers purchase services from the organization.



1.4 Communication

From the initial planning stages to the final launch and stabilization, clear and open communication between the Xplor Recreation and Client project team plays a pivotal role in mitigating risks, preventing misunderstandings, fostering innovation, and enhances overall project efficiency. Xplor Recreation utilizes several methods of communication to ensure both parties stay aligned as we work towards project goals.

Project Meetings

A couple of recurring meetings will be established during the beginning stages of the implementation to support open and effective communication between project teams.

Meetings	Resources	Days/Hours
Project Status Meeting Discuss project progress, milestones, and challenges.	XR: PM Client: PM	30 mins - 1 hour (bi-weekly)
Q&A Meetings Check-in to sync on progress of tasks assigned to each resource and provides opportunity for Client project team to ask XR IC questions as they progress through configuration, training, and testing.	XR: IC Client: SA, other resources as needed	1 hour (weekly)

Project Tracking

All Xplor Recreation projects are tracked and monitored using Salesforce. The Client will be provided with access to an external project plan view through our Salesforce portal. This provides access to see:

- Project Timelines (Gantt Chart).
- Project Tasks (and sub-tasks).
- Completion percentage of project.
- Completion of tasks.
- Resources assigned to tasks.
- Task dependencies.

Issue Tracking

Xplor Recreation takes advantage of Salesforce to track all issues that arise throughout the project. A case is created for any issue (defects, configuration, development, etc.) that needs to be tracked and is critical to the project go-live. Clients have access to the list of cases created for the project and will be able to:

- Create new cases.
- Update existing cases.
- Provide feedback and ask questions pertaining to the case (Salesforce Chatter).



Xplor Recreation Community Portal

The Xplor Recreation Community Portal provides our clients access to a large number of resources that support the implementation as well as on an ongoing basis once live. The core Client project team will be provided with access to this portal. The Community Portal provides access to:

- Knowledge articles and helpfiles.
- Support Cases (chatter, creating new cases, viewing open cases).
- Community Groups: clients can join these allowing for collaboration of Parks and Recreation users of Xplor Recreation across the world.
- Knowledge Sessions: access to previously recorded client webinars and access to see upcoming session dates and topics.
- Release Information: such as upcoming feature release and hotfix dates, feature release notes, etc.
- Support Resources: ability to book a call with a Support Agent, ability to enter a support key to share your screen with an Agent, etc.

Presented by: Jason Hermes
 (541) 678-1098
 Jason.Hermes@xplortechnologies.com



City of Duncanville

Standard Pricing Terms

Unlike “transaction-based” pricing models, which come at a significantly higher cost with every transaction, Xplor’s tiered pricing is simple and affordable. Our “usage-based” pricing is built based on the usage of the system by your organization. Usage is calculated by using your initial estimated annual revenue; this way we ensure to provide you with the most competitive and fair pricing model.

Standard Annual Fee

Your annual fee will remain the same for the duration of your contract, even in the event your revenue increases. Xplor’s standard subscription includes feature updates to the core platform and 24/7/365 support for no additional cost.

Xplor’s provided pricing is based on the revenue figures provided by the organization. Xplor reserves the right to modify the subscription pricing should the revenue be discovered to be higher than the reported amount.

Users

Xplor is a profile/permission-based platform as a service (PaaS) solution that can accommodate thousands of users (e.g. full-time, part-time employees) all logged in simultaneously. Your licensing will include an unlimited number of users allowing all your staff, instructors, coaches, and volunteers to fully utilize the system with no additional cost.

Group Discount Pricing

Xplor employs a Group Pricing Discount Program in the event other organizations are interested in obtaining and utilizing Xplor’s software. A group discount will be processed if we receive the referral, along with a letter of intent from the interested parties within one hundred and twenty days of signing the contract from the initial organization. Beneficial and helpful, Xplor wants to support your community and others with our group pricing discount option.

Project Payments

Payments are based on project milestones and deliverables. Once milestones are successfully reached and signed-off, payments are due as agreed upon in the payment schedule. Payment schedules are developed during contract negotiations.

Presented by: Jason Hermes
 (541) 678-1098
 Jason.Hermes@xplortechnologies.com



Implementation Overview

Xplor's implementation project is comprised of seven milestones. Each phase requires sign-off to ensure all requirements have been completed to the client's satisfaction. The below implementation phases can run in parallel at the discretion of the Project Manager.



Milestone 1: Project Kickoff

- Project kickoff call
- Resource allocation
- Creation of Xplor environments (Testing, Training, Production)

Milestone 2: Project Initiation

- Discovery and business process review (fit-gap analysis)
- Create project plan
- Establish project communication and issue tracking methods

Milestone 3: Design and Configuration

- System configuration
- Client access to Xplor environments
- System administrator training

Milestone 4: *Data Migration and Validation

- Choose data migration method (Fresh Start or *Partial Migration)
- Establish and implement data migration plan
- Verification of migrated data

Milestone 5: Power User Training

- Train-the-trainer approach – Power Users trained by Xplor staff
- Training materials provided to client

Milestone 6: Quality Assurance and Testing

- Xplor performs Quality Assurance (QA)
- Client performs User Acceptance Testing (UAT)
- Remediation & mitigation of discovered issues, if required
- Client Power Users train remaining end users in preparation for Go-Live

Milestone 7: Go-Live & Post Go-Live Support

- Pre Go-Live testing
- Go-Live preparation and communication
- Go-Live support provided by Xplor staff
- Support handoff and transition to Enterprise Support and Account Manager

**Data Migration is an optional Professional Service. Xplor recommends a Fresh Start from legacy software to ensure data is up-to-date and clean*

Presented by: Jason Hermes
(541) 678-1098
Jason.Hermes@xplortechnologies.com



Subscription and Implementation Pricing

Pricing for Xplor's Recreation Management Software and implementation services is provided in the table below. Pricing is based on a per-project basis. This type of pricing structure eliminates surprise costs. Xplor also offers the **Right to Negotiate** – this proposal is intended to provide insight of expected costs on the proposed project we believe will meet your needs based on the information available.

Xplor Recreation Implementation

- Dedicated Implementation Consultant
- Dedicated Project Manager
- Discovery to identify project scope
- Risk Mitigation Plan
- Power User Training
- Branded Public Portal
- Access to Learning Management Software (LMS)
- Payment Processing with GlobalPay
- Access to training and BETA databases

Included Professional Services

- 80 Hours of Configuration with Dedicated Implementation Consultant
- 24 Hours of Power User Training with Dedicated Implementation Consultant
- 60 Minute weekly project meetings with Dedicated Implementation Consultant
- Partial data migration plan

Annual Recurring Services

- Xplor Recreation's Recreation Management Software
- Unlimited Users
- 24/7/365 Technical Support via Phone, Email, and Chat
- Access to Xplor Help Community
- Dedicated Customer Success Manager
- Software Maintenance Including Service Patches and RMS enhancements
- 4 Hours Refresher Training Annually included for the first term

Subscription	\$12,000.00
Implementation	\$13,200.00

Total Year 1 Investment	\$25,200.00
Year 2 Annual Recurring Services	\$12,000.00

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 Jason.Hermes@xplortechnologies.com



On-Site Services Pricing

By default, Xplor's implementation project is completed remotely. However, if the County desires staff to be on-site, Xplor's travel fee is provided in the following table.

On-site Professional Services Pricing	
Cost of Travel (includes accommodation, transportation, food, and insurance)	\$750/day + Flight Cost

Professional Services Pricing

Xplor's implementation is completed as a fixed-cost project. If any additional hours are required to complete items outlined in the scope of work identified during the Discovery phase, Xplor does not charge additional fees for those extra hours to complete the project.

If additional features are requested or if project scope changes from the initial Discovery phase, our hourly rates for professional services are:

Role	Hourly Rate
Professional Services	\$250
Project Management	\$250
Integration to third-party software	\$350
Development	\$350
Additional Training (Post Go-Live)	\$250
Additional Products/Services	Optional
Mobile Application Subscription (optional)	\$8,000/Year
Custom GL Export	\$3,000 one-time implementation

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Recommended Hardware

As a cloud-based solution, Xplor has no required hardware. But, if the County is looking to purchase hardware for its operations, Xplor's recommendations are provided in the following table.

Hardware	Description	Price
USB/1D Scanner	Hyperion 1300g	
	Featuring an ideal balance of performance, durability and ergonomics, the Hyperion 1300g is the ideal choice for customers who value aggressive scan performance and durability in a general duty handheld linear scanner. Fast intuitive bar code reading out to 18 inches (457mm), and high-density bar code reading are both enabled in a single device, eliminating the need to purchase specialty scanners.	\$487
Wireless/ Bluetooth / 1D Scanner	Honeywell Voyager 1202g	
	Honeywell's Voyager 1202g single-line laser scanner incorporates the freedom of Bluetooth wireless technology and offers a field-replaceable battery that can be quickly and easily exchanged. Built on the platform of the corded Voyager 1200g, the 1202g is optimized for scanning linear bar codes, including poorly printed and damaged codes.	\$812
USB/2D Scanner	Honeywell Xenon 1900	
	The Xenon 1900 delivers superior bar code scanning and digital image capture with a custom sensor, enabling extended depth of field, faster reading, and improved scanning performance on poor quality bar codes. The Xenon 1900 decodes virtually all bar codes with ease, including bar codes on mobile devices.	\$1137
Credit Card Swiper	MiniMag Duo	
	The MiniMag Duo offers one of the smallest form factors for the industry. It reads 3 tracks of magnetic stripe card data regardless of swiping direction and over a large speed range. Two magnetic heads provide the most convenience to the user and ensures the data is captured on every swipe.	\$195
Receipt Printer	Pioneer STEP-5e	
	The STEP-5e offers an outstanding value and speed, printing up to 300mm/second. The printer has an autocutter life of 3 million cuts to meet high-volume printing needs. The STEP-5e's	\$487

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USB or Ethernet port allows fast data transfer, while mPOS printing can be achieved through WiFi or Bluetooth.

Card Printer

Zebra ZXP Series 3



The ZXP Series 3 offers vivid, high quality full color and monochrome card printing. The card printer can meet the needs of a variety of applications, including ID and access control cards, as well as personalized gift, membership, and loyalty cards.

\$4,062

Cash Drawer

APG Series 4000



Exceeding customer and industry expectations, the APG Series 4000 is the ultimate heavy-duty cash drawer. Industrial grade steel ball bearing slides ensure effortless performance and durability. A robust latch mechanism and a proven four-function lock assembly offer several levels of security. The APG Series 4000 offers flexible storage space along with various sizing, color and customization options.

\$390

Ticket Printer

STIMA CLS



The STIMA CLS thermal ticket printer is fast, up to 250mm/sec. It can handle paper thickness up to 350 g/m2. The cutter is designed to withstand 2 million cuts during its lifetime. The printer is 200dpi and 300dpi compliant. The STIMA CLS ticket printer is supplied with USB, serial and Ethernet ports as standard.

Contact us

Hardware Bundle

USB/1D Scanner, Credit Card Swiper, Receipt Printer, Cash Drawer

\$1144



STAFF REPORT

MEETING: City Council - 01 Apr 2025

TITLE:

Monthly Financial Report as of February 28, 2025

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 February is the fifth 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 41.7%. Overall revenue for all funds is 48.7% and 29.1% for expenditures.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

NA

Purchase Amount

NA

After Encumber

NA

ACTION ALTERNATIVES:

No City Council action required.

ATTACHMENTS:

[25 0228 Monthly Financial Report](#)



**CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT**

Fiscal Year 2024-2025
YEAR-TO-DATE OPERATIONS

AS OF FEBRUARY 28, 2025

OCTOBER 1, 2024 - FEBRUARY 28, 2025

*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
3/21/2025

FY 2024-2025 Financial Report as of February 28, 2025



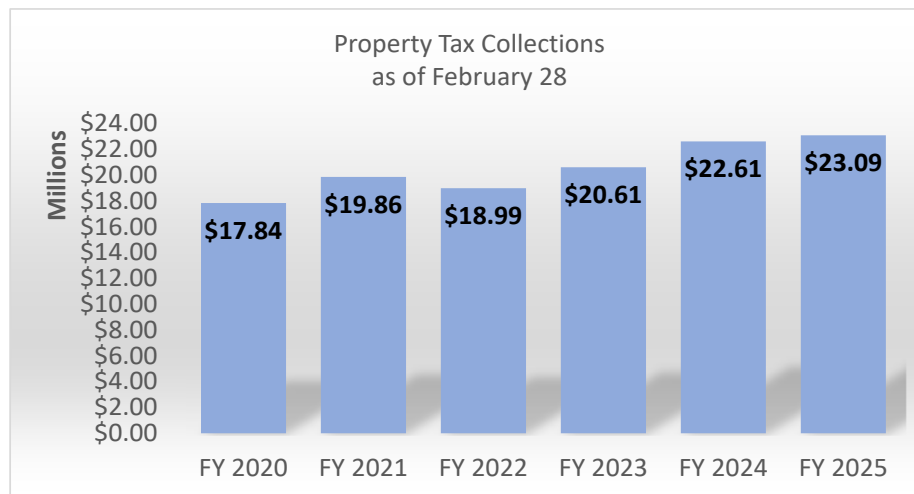
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures for the month of February 2025, 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.

February is the fifth month of the fiscal year. Revenues and Expenditures can vary throughout the year depending on time of collection or payments. The benchmark of budget usage is 41.7%. Overall, revenues collected are 48.7% and expenditures made are 29.1% 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

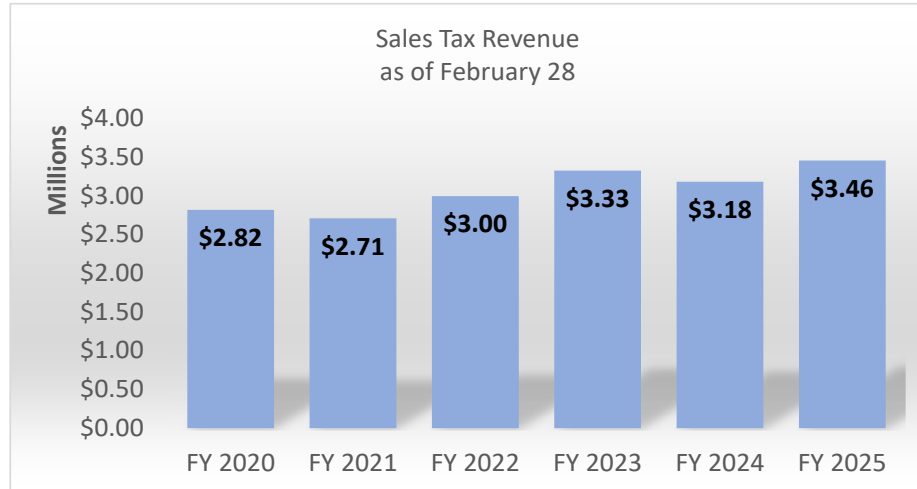


The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget. Total FY 2025 (for calendar year 2024) adjusted levy is \$24.4 million. December – February time frame is the largest collection months for property tax. Total levy collected to date per Dallas County is 94.4%.

**FY 2024-2025 Financial Report as
of February 28, 2025**



SALES TAX COLLECTIONS



Sales tax accounts for 25% of the general fund revenue budget. Seventy-five percent (75%) or 0.015 cents of the collections goes to the General Fund for operations and property tax relief. The remaining 25% or 0.005 cents goes to Economic Development.

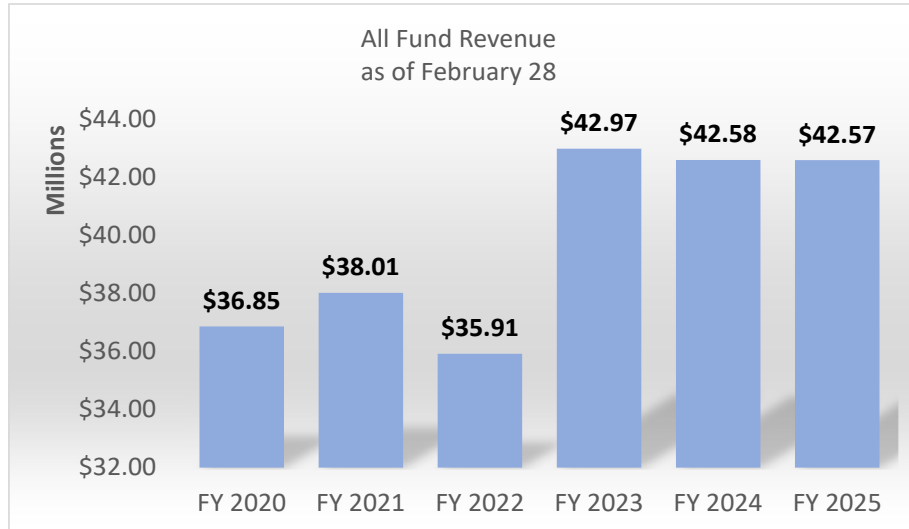
- Sales tax collections to date are for the months of October thru December.
 - Collections are 8.39% greater than in the same period last year.
 - The primary reason for greater collection as compared to the same period last year is because last year the City experienced audited refunds to businesses.

FY 2024-2025 Financial Report as of February 28, 2025

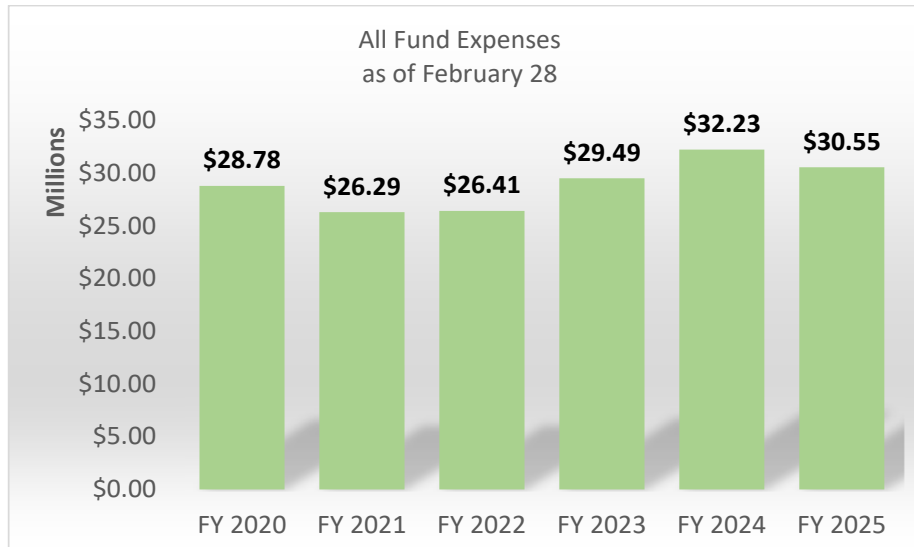


ALL FUNDS

Total revenue collected as of February 28 is \$42.6 million. This is 48.7% of the total revenue budget for all funds. Revenue categories above 41.7% at this point in the year continue to be property tax and investment interest income.



- Interest Income received to date is \$1,343,095, 83.7% of the budget.



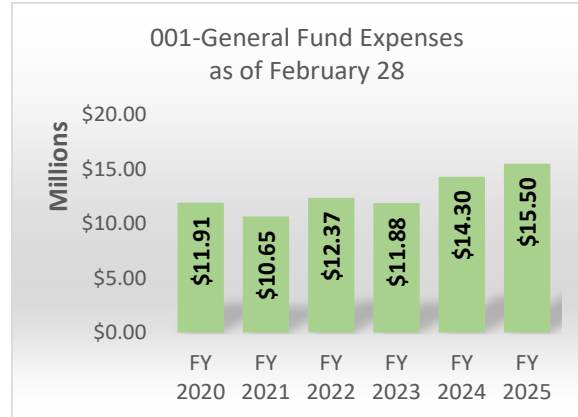
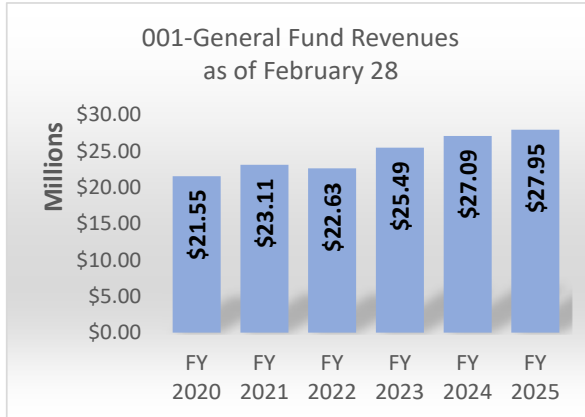
- Expenditures are 29% of the budget to date.

FY 2024-2025 Financial Report as of February 28, 2025



GENERAL FUND

The General Fund's *audited* ending fund balance for FY 2024 is \$22.5 million. The excess over the 150 days maximum reserve is approximately \$4.2 million.



General Fund Revenue Highlights:

- General Fund revenues are currently at 65.8% of the budget. Franchise Fees and Intergovernmental revenues are quarterly based; sales tax revenue is two months behind.
- Interest revenue received is \$796 thousand. This is 53% of the budget and 11.8% less than January of 2024.

General Fund Expense Highlights:

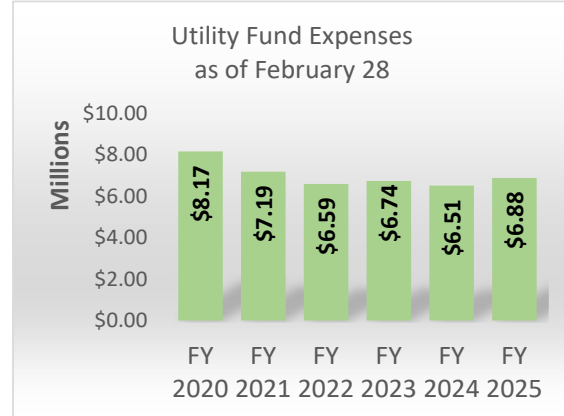
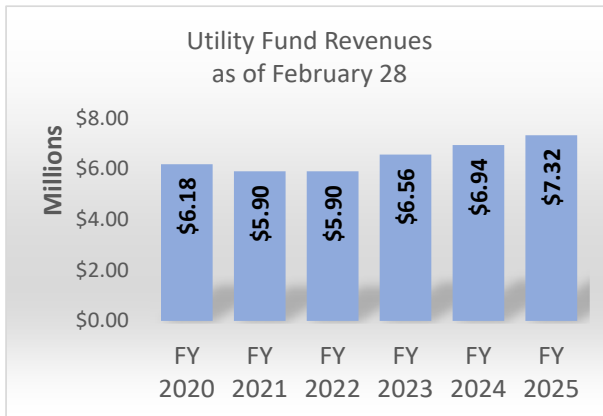
- Operating expenditures are 36% of the budget.
 - Capital Outlay expenditure includes the one-time expense of \$337 thousand for new generator at City Hall/Police Department.

FY 2024-2025 Financial Report as of February 28, 2025



UTILITY FUND

The Utility Operating Fund's *audited* ending fund balance for FY 2024 is \$11.6 million. The excess over the 150 days maximum reserve is approximately \$2.3 million. Fund balance for the Utility Fund uses working capital (Current assets minus current liabilities).

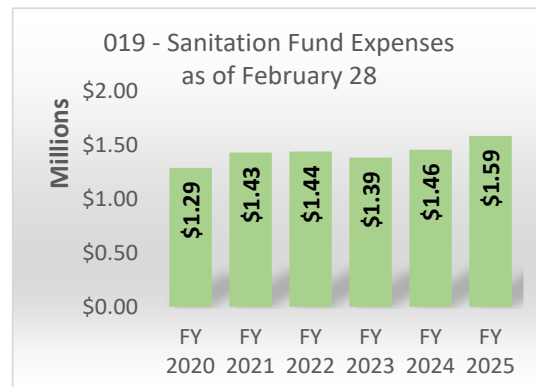
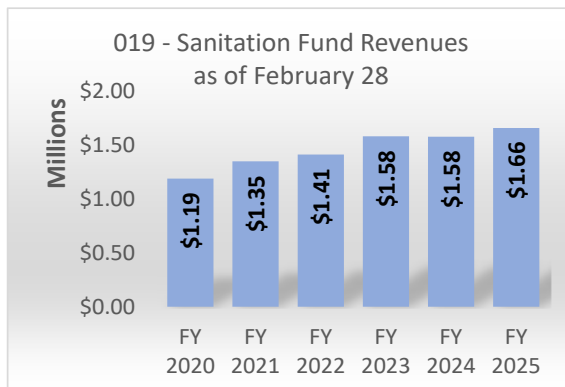


- Total revenue is 32.1% of the budget. Utility revenue is one month behind.
- Total expenditures are 30.3% of the budget. \$4.3 million was spent with Trinity River Authority for wastewater treatment and Dallas Water Utilities for wholesale water.

SANITATION FUND

The Sanitation Fund beginning fund balance is \$1.3 million.

- Total revenues are 34.4% of the budget. Utility revenue is one month behind.
- Total expenditures are 32.9% of the budget, including \$1.4 million in garbage and landfill collection expenses.



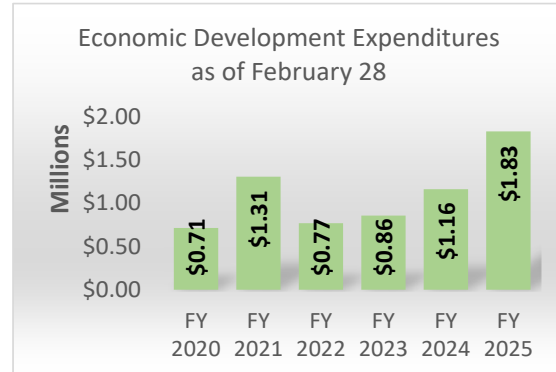
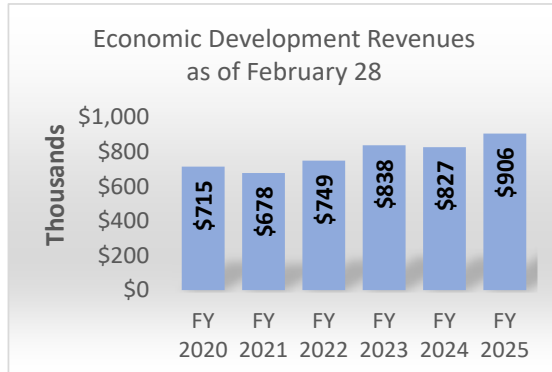
FY 2024-2025 Financial Report as of February 28, 2025



ECONOMIC DEVELOPMENT

The Economic Development unaudited beginning fund balance is \$7.2 million

- Revenues are 27.6% of the budget. This is on target due to sales tax collected two months behind. Investment income applied is \$31,293. Interest was not previously budgeted.

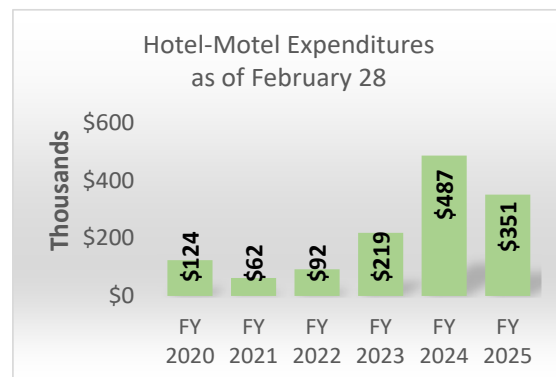
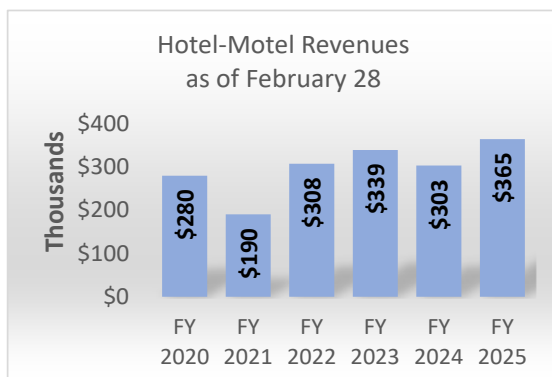


- Total expenditures are 38% of the budget, including \$585 thousand paid out for business and community grants and \$537 thousand for the Fieldhouse debt.

HOTEL – MOTEL

The Hotel-Motel unaudited beginning fund balance is \$4.6 million.

- Revenues are 39.5% of the budget. Hotel-Motel revenue is collected quarterly.
- Expenditures are 13% of the budget. Paid tax grants to date include Chamber, Hoopfest, Sky Elements for the Christmas drone show, and Lions Club. \$264 thousand paid to date.
- Transfer to the Arts Fund for quarter 1 of 2024 revenue was made in the amount of \$40,126 in January.

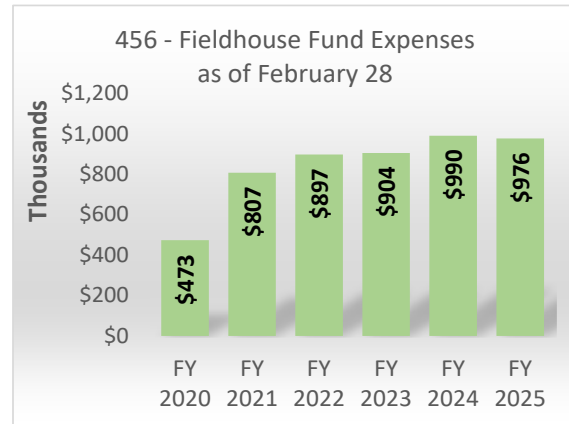
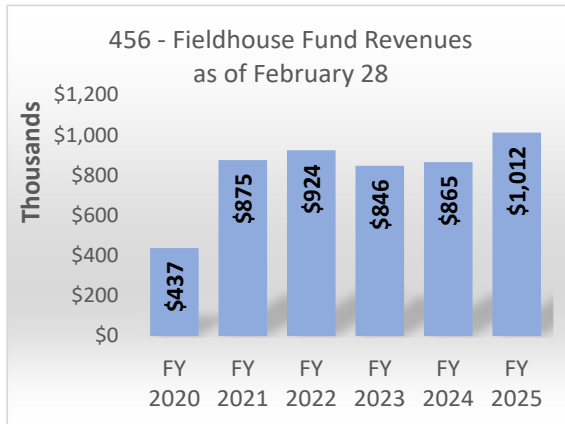


**FY 2024-2025 Financial Report as
of February 28, 2025**



FIELDHOUSE FUND

The Fieldhouse Fund unaudited beginning fund balance is -\$1.9 million.



- Total revenues are 47.3% 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.
 - Revenue includes the transfer for Economic Development for debt payment.
- Expenditures are 47.9 % of the budget. The final debt payment of \$537,950 was made in February.

FY 2024-2025 Financial Report as of February 28, 2025



HOW TO READ THE REPORT

The financial report includes snapshots of each fund. The larger funds such as the General Fund and the Utilities Fund include the revenue and expenses grouped into categories. Additionally, for the general fund there is a complete list of revenues by account and expenses by division. The smaller funds and CIP funds include the total revenue and total expenses only. The categories are explained on the next page.

COLUMNS	A	B	C	D	E	F	G	H
	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	\$197,757	\$923,000	21.43%	\$177,511	19.88%	\$20,246	11.41%	
55 - INTEREST	0	0	0.00%	0	0.00%	0	0.00%	
59 - OTHER SOURCES	411	0	0.00%	0	0.00%	411	0.00%	
Revenue Total	\$198,168	\$923,000	21.47%	\$177,511	19.87%	\$20,657	11.64%	
Expense								
60 - SALARY AND BENEFITS	\$3,174	\$102,585	3.09%	\$19,517	20.84%	(\$16,343)	-83.74%	
72 - SUPPLIES & MATERIALS	0	7,658	0.00%	0	0.00%	0	0.00%	
73 - CONTRACT & PROF SVCS	150,147	644,459	23.30%	253,628	36.22%	(103,482)	-40.80%	
76 - CAPITAL OUTLAY	\$0	\$1,425,000	0.00%	\$0	0.00%	0	0.00%	
78 - TRANSFER TO FUNDS	15,059	60,236	25.00%	8,904	25.00%	6,155	69.13%	
79 - OTHER FINANCING USES	0	2,995	0.00%	0	0.00%	0	0.00%	
Expense Total	\$168,379	\$2,242,933	7.51%	\$282,050	33.64%	(\$113,670)	-40.30%	
Net Income (Loss)	\$29,788	(\$1,319,933)		(\$104,539)				

Column A: Lists the revenue and expense category.

Column B: Lists the year-to-date actuals as of the date of the report. The actuals are what was collected and booked into the financial system and the expenses paid as of the date of the report.

Column C: Lists the total budget for all accounts grouped in the category.

Column D: Lists the % of budget used. Simply, it's the actuals divided by the budget. It is a gauge of financial performance, and an indication of the pace of collections or expenses compared to the benchmark.

Column E: Lists the prior fiscal year to date actuals. The purpose of this column is to compare how much was collected or expended for the same period in the previous year.

Column F: Lists the % of budget used for the same period in the previous year.

Column G: Lists the variance, or the difference, between what was collected or expended in the current year versus the previous year for the same period.

Column H: List the variance, or the difference, between the current and prior year for the same period in a percentage format. In the example above, to date, this fund shows to have spent \$113 thousand less, or 40% less, compared to the same period last year.

**FY 2024-2025 Financial Report as
of February 28, 2025**



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 the Economic Development fund 012 – grants and development incentives are budgeted in this category.

**ALL FUNDS
AS OF FEBRUARY 28, 2025**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
	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	\$23,088,942	\$24,454,564	94.42%	\$1,365,622	\$22,613,515	96.67%	\$475,427	2.10%
51 - SALES & OTHER TAXES	3,842,013	14,154,629	27.14%	10,312,616	3,515,468	24.20%	326,545	9.29%
52 - PERMITS & LICENSES	259,175	671,500	38.60%	412,325	315,757	48.77%	(56,582)	-17.92%
53 - FINES & FEES	115,925	841,100	13.78%	725,175	132,787	35.17%	(16,862)	-12.70%
54 - INTERGOV REVENUES	230,848	605,996	38.09%	375,148	2,133,766	119.55%	(1,902,918)	-89.18%
55 - INTEREST	1,343,095	1,605,600	83.65%	262,505	1,475,414	1695.88%	(132,320)	-8.97%
56 - FRANCHISE FEE REV	502,753	2,060,000	24.41%	1,557,247	522,205	25.11%	(19,452)	-3.73%
57 - CHARGES FOR SERVICES	10,362,142	31,251,673	33.16%	20,889,531	9,140,026	31.70%	1,222,116	13.37%
58 - TRANSFER FROM FUNDS	1,902,440	9,580,758	19.86%	7,678,318	1,831,856	19.60%	70,584	3.85%
59 - OTHER SOURCES	927,118	2,287,541	40.53%	1,360,424	901,737	37.08%	25,380	2.81%
Revenue Total	\$42,574,451	\$87,513,361	48.65%	\$44,938,910	\$42,582,532	50.99%	(\$8,081)	-0.02%
Expense								
60 - SALARY AND BENEFITS	\$11,932,953	\$32,007,717	37.28%	\$20,074,765	\$12,166,290	40.25%	(\$233,337)	-1.92%
72 - SUPPLIES & MATERIALS	1,150,356	4,439,474	25.91%	3,289,118	792,384	18.08%	357,971	45.18%
73 - CONTRACT & PROF SVCS	9,734,603	26,500,878	36.73%	16,766,275	8,017,028	31.93%	1,717,575	21.42%
74 - MAINT & REPAIR SVCS	534,687	2,064,017	25.91%	1,529,331	688,040	29.57%	(153,354)	-22.29%
75 - UTILITIES	551,023	1,246,694	44.20%	695,672	616,880	49.28%	(65,857)	-10.68%
76 - CAPITAL OUTLAY	1,703,055	22,474,639	7.58%	20,771,584	5,509,927	19.50%	(3,806,872)	-69.09%
77 - DEBT SERVICES	1,714,641	2,024,506	84.69%	309,866	1,695,516	83.92%	19,125	1.13%
78 - TRANSFER TO FUNDS	2,330,279	10,607,572	21.97%	8,277,293	2,323,393	22.08%	6,886	0.30%
79 - OTHER FINANCING USES	894,372	3,511,570	25.47%	2,617,197	415,781	10.93%	478,591	115.11%
Expense Total	\$30,545,968	\$104,877,067	29.13%	\$74,331,100	\$32,225,240	29.86%	\$1,679,272	-5.21%
Net Income (Loss)	\$12,028,483	(\$17,363,707)			\$10,357,293			

**001 - GENERAL FUND
AS OF FEBRUARY 28, 2025**

UNAUDITED REVENUES AND 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 %
Revenue								
50 - PROPERTY TAXES	\$4,130,996	\$21,688,101	\$22,939,008	94.55%	\$21,157,647	96.57%	\$530,454	2.51%
51 - SALES & OTHER TAXES	1,064,960	2,613,338	9,951,222	26.26%	2,416,337	23.57%	197,001	8.15%
52 - PERMITS & LICENSES	25,630	259,175	671,500	38.60%	315,757	48.77%	(56,582)	-17.92%
53 - FINES & FEES	26,351	105,113	813,600	12.92%	120,959	34.55%	(15,846)	-13.10%
54 - INTERGOV REVENUES	53,838	62,213	350,810	17.73%	68,672	19.74%	(6,459)	-9.40%
55 - INTEREST	184,389	796,460	1,500,000	53.10%	903,700	1334.86%	(107,239)	-11.87%
56 - FRANCHISE FEE REV	146,560	413,137	1,785,000	23.14%	394,203	22.46%	18,934	4.80%
57 - CHARGES FOR SERVICES	132,089	737,913	1,214,000	60.78%	456,581	39.80%	281,333	61.62%
58 - TRANSFER FROM FUNDS	233,056	1,165,279	2,802,670	41.58%	1,162,044	41.56%	3,235	0.28%
59 - OTHER SOURCES	22,656	109,704	469,250	23.38%	98,648	22.01%	11,056	11.21%
Revenue Total	\$6,020,525	\$27,950,435	\$42,497,060	65.77%	\$27,094,548	68.21%	\$855,887	3.16%
Expense								
60 - SALARY AND BENEFITS	\$2,046,266	\$10,425,336	\$27,742,041	37.58%	\$10,658,129	40.73%	(\$232,794)	-2.18%
72 - SUPPLIES & MATERIALS	147,659	867,893	2,858,913	30.36%	429,728	20.08%	438,165	101.96%
73 - CONTRACT & PROF SVCS	957,317	2,357,886	7,875,899	29.94%	1,494,029	19.23%	863,858	57.82%
74 - MAINT & REPAIR SVCS	26,519	417,412	1,443,800	28.91%	556,066	31.85%	(138,654)	-24.93%
75 - UTILITIES	44,390	418,913	1,000,209	41.88%	531,220	54.10%	(112,307)	-21.14%
76 - CAPITAL OUTLAY	44,998	388,854	585,346	66.43%	43,300	16.11%	345,555	798.05%
78 - TRANSFER TO FUNDS	59,269	455,429	1,066,425	42.71%	494,436	43.32%	(39,006)	-7.89%
79 - OTHER FINANCING USES	36,153	167,259	523,996	31.92%	97,951	20.32%	69,308	70.76%
Expense Total	\$3,362,571	\$15,498,982	\$43,096,629	35.96%	\$14,304,858	35.15%	\$1,194,124	8.35%
Net Income (Loss)	\$2,657,954	\$12,451,453	(\$599,569)		\$12,789,690			

	FY 25 BUDGET
AUDITED BEGINNING FUND BALANCE	\$ 22,504,253
UNAUDITED ENDING FUND BALANCE	\$ 21,904,684
FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	50.8%
# of Days Coverage	186
Reserve Minimum \$\$ (90 Days)	\$ 10,626,566
Reserve Maximum \$\$ (150 Days)	\$ 17,710,943
Excess over Maximum \$\$	\$ 4,193,741

**001 - GENERAL FUND
AS OF FEBRUARY 28, 2025**

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	\$4,072,708	\$21,549,614	\$22,689,008	94.98%	\$21,012,304	97.19%	\$537,310	2.56%
501102 - DELINQUENT TAXES	24,271	73,190	150,000	48.79%	96,317	66.43%	(23,127)	-24.01%
501103 - PENALTIES AND INTEREST	34,017	65,297	100,000	65.30%	49,027	33.81%	16,270	33.19%
50 - PROPERTY TAXES Total	\$4,130,996	\$21,688,101	\$22,939,008	94.55%	\$21,157,647	96.57%	\$530,454	2.51%
51 - SALES & OTHER TAXES								
501201 - STATE SALES TAX CITY PORTION	\$704,821	\$1,727,981	\$6,560,815	26.34%	\$1,591,493	23.51%	\$136,488	8.58%
501202 - SALES TAX PROPERTY TAX RELIEF	352,411	863,991	3,280,407	26.34%	795,747	23.51%	68,244	8.58%
501204 - ALCOHOLIC BEVERAGE TAX	7,729	21,367	110,000	19.42%	29,097	29.39%	(7,731)	-26.57%
51 - SALES & OTHER TAXES Total	\$1,064,960	\$2,613,338	\$9,951,222	26.26%	\$2,416,337	23.57%	\$197,001	8.15%
52 - PERMITS & LICENSES								
502101 - BUILDING PERMITS	\$12,536	\$162,405	\$350,000	46.40%	\$149,080	42.59%	\$13,325	8.94%
502102 - ELECTRICAL PERMITS	875	8,385	35,000	23.96%	15,861	58.74%	(7,476)	-47.13%
502103 - SOLICITOR LICENSES	0	375	500	75.00%	150	30.00%	225	150.00%
502106 - SIGN PERMITS	600	5,823	20,000	29.12%	9,500	52.78%	(3,677)	-38.70%
502108 - HEALTH FOOD INSPECTION FEES	1,725	21,523	71,000	30.31%	42,145	56.19%	(20,622)	-48.93%
502109 - PLUMBING AND AC PERMITS	3,000	32,958	60,000	54.93%	29,722	49.54%	3,236	10.89%
502111 - ZONING & SPEC USE PERMIT	385	3,713	15,000	24.76%	4,625	38.54%	(912)	-19.71%
502114 - RENTAL PROPERTY REGISTRATION	1,200	5,150	55,000	9.36%	34,860	63.38%	(29,710)	-85.23%
502120 - ALARM PERMITS	6,079	18,842	60,000	31.40%	29,564	65.70%	(10,722)	-36.27%
502122 - POOL OR SPA INSPECTION FEE	0	0	5,000	0.00%	250	5.00%	(250)	-100.00%
509607 - ANIMAL PERMITS	0	0	0	0.00%	0	0.00%	(0)	0.00%
52 - PERMITS & LICENSES Total	\$25,630	\$259,175	\$671,500	38.60%	\$315,757	48.77%	(\$56,582)	-17.92%
53 - FINES & FEES								
502107 - WRECKER AND STORAGE FEES	\$0	\$0	\$0	0.00%	\$0	0.00%	(\$0)	0.00%
502113 - SMALL CELL/ NETWORK NODE FEES	0	9	0	0.00%	0	0.00%	9	0.00%
503101 - MUNICIPAL COURT FINES	21,200	84,270	750,000	11.24%	91,101	33.13%	(6,830)	-7.50%
503102 - COURT RELATED FEES	4,335	17,752	50,000	35.50%	27,140	45.23%	(9,388)	-34.59%
503103 - SCHOOL CROSSING FEES	140	607	2,500	24.27%	1,088	43.51%	(481)	-44.23%
503201 - LIBRARY FINES	430	1,629	6,000	27.16%	1,481	29.61%	149	10.06%
503301 - FALSE ALARM FINES	245	845	5,000	16.90%	150	2.00%	695	463.33%
509609 - RETURN CHECK FEES	0	(0)	100	0.00%	0	0.00%	(0)	0.00%
53 - FINES & FEES Total	\$26,351	\$105,113	\$813,600	12.92%	\$120,959	34.55%	(\$15,846)	-13.10%

**001 - GENERAL FUND
AS OF FEBRUARY 28, 2025**

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	7,377	15,418	40,000	38.55%	10,305	25.76%	5,113	49.61%
504109 - REIMB FOR REG EMERG MANAGER	19,769	19,769	150,500	13.14%	7,099	4.81%	12,669	178.46%
507105 - SENIOR MEAL DONATIONS	0	334	0	0.00%	1,098	0.00%	(764)	-69.60%
508201 - FEDERAL GRANTS	0	0	50,000	0.00%	0	0.00%	(0)	0.00%
508203 - INTERGOV REIMBURSEMENT-CDBG	26,693	26,693	60,000	44.49%	23,306	38.84%	3,387	14.53%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	0	0	0	0.00%	26,864	53.73%	(26,864)	-100.00%
54 - INTERGOV REVENUES Total	\$53,838	\$62,213	\$350,810	17.73%	\$68,672	19.74%	(\$6,459)	-9.40%
55 - INTEREST								
505101 - INTEREST ON GOVT POOL INVEST	\$103,629	\$350,018	\$1,000,000	35.00%	\$415,815	24459.70%	(\$65,797)	-15.82%
505103 - CERT OF DEPOSIT INTEREST	16,162	86,619	100,000	86.62%	60,816	168.93%	25,802	42.43%
505106 - MONEY MARKET INTEREST	64,599	359,823	400,000	89.96%	427,068	1423.56%	(67,245)	-15.75%
55 - INTEREST Total	\$184,389	\$796,460	\$1,500,000	53.10%	\$903,700	1334.86%	(\$107,239)	-11.87%
56 - FRANCHISE FEE REV								
501301 - FRANCHISE FEE ELECTRIC	\$0	\$266,058	\$1,150,000	23.14%	\$250,337	21.77%	\$15,720	6.28%
501302 - FRANCHISE FEE GAS	100,122	100,122	425,000	23.56%	104,902	26.90%	(4,780)	-4.56%
501303 - FRANCHISE FEE TELEPHONE	16,409	16,928	70,000	24.18%	3,870	5.16%	13,058	337.39%
501304 - FRANCHISE FEE CABLE TV	30,029	30,029	140,000	21.45%	35,094	25.07%	(5,065)	-14.43%
56 - FRANCHISE FEE REV Total	\$146,560	\$413,137	\$1,785,000	23.14%	\$394,203	22.46%	\$18,934	4.80%
57 - CHARGES FOR SERVICES								
502105 - EMERGENCY MEDICAL SERVICE	\$99,194	\$631,709	\$900,000	70.19%	\$315,417	35.05%	\$316,293	100.28%
507102 - RECREATION FEES	25,758	79,804	250,000	31.92%	99,695	49.85%	(19,890)	-19.95%
507104 - SENIOR CENTER ANNUAL USER FEE	1,256	5,122	3,000	170.74%	2,385	108.41%	2,737	114.77%
507106 - RECREATION CENTER CAMPS	0	0	0	0.00%	0	0.00%	(0)	0.00%
507107 - RECREATION CENTER CLASSES	1,571	8,513	25,000	34.05%	9,740	60.88%	(1,228)	-12.60%
507108 - SPECIAL EVENTS	2,195	2,945	16,000	18.41%	19,550	122.19%	(16,605)	-84.94%
507109 - SENIOR CLASS/TRIPS	287	1,726	3,000	57.53%	2,440	81.33%	(714)	-29.26%
509603 - LIBRARY SERVICE FEES	1,828	8,094	17,000	47.61%	7,354	73.54%	740	10.06%
57 - CHARGES FOR SERVICES Total	\$132,089	\$737,913	\$1,214,000	60.78%	\$456,581	39.80%	\$281,333	61.62%
58 - TRANSFER FROM FUNDS								
598002 - PILOT FEE TZ-CITY WWW UTILITY	\$117,425	\$587,124	\$1,409,097	41.67%	\$642,534	41.67%	(\$55,410)	-8.62%
599002 - TRANS FROM UTILITY FUND-002	90,564	452,819	1,086,766	41.67%	443,914	41.67%	8,905	2.01%
599010 - TRANS FROM HOTEL FUND-010	5,020	25,098	60,236	41.67%	14,840	41.67%	10,258	69.13%
599012 - TRANS FROM EDC FUND-012	20,048	100,238	240,571	41.67%	60,756	41.67%	39,482	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	\$1,165,279	\$2,802,670	41.58%	\$1,162,044	41.56%	\$3,235	0.28%

**001 - GENERAL FUND
AS OF FEBRUARY 28, 2025**

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%	108	2.88%	(108)	-100.00%
509201 - INSURANCE RECOVERY	2,062	4,613	75,000	6.15%	3,474	0.00%	1,139	32.78%
509601 - MISCELLANEOUS REVENUE	3,914	44,737	100,000	44.74%	22,066	22.07%	22,671	102.74%
509602 - CASH OVER AND SHORT	41	768	0	0.00%	638	0.00%	(1,407)	-220.34%
509604 - POLICE ACCIDENT REPORTS	235	1,116	3,500	31.88%	2,632	75.20%	(1,516)	-57.61%
509606 - AUCTION PROCEEDS	0	3,060	0	0.00%	0	0.00%	(3,060)	0.00%
509613 - WORKERS COMP REIMBURSEMENT	2,560	2,560	45,000	5.69%	6,441	14.31%	(3,882)	-60.26%
509614 - RENTAL OF TOWER	13,844	54,621	175,000	31.21%	53,765	23.90%	855	1.59%
509617 - LEASE INCOME	0	0	0	0.00%	0	0.00%	(0)	0.00%
509618 - GAS WELL OIL REVENUE	0	5,000	13,000	38.46%	7,355	56.58%	(2,355)	-32.02%
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	\$22,656	\$109,704	\$469,250	23.38%	\$98,648	22.01%	\$11,056	11.21%
Grand Total	\$6,020,525	\$27,950,435	\$42,497,060	65.77%	\$27,094,548	68.21%	\$855,887	3.16%

**001 - GENERAL FUND
AS OF FEBRUARY 28, 2025**

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	\$10,692	\$30,505	\$92,610	32.94%	\$40,653	34.57%	(\$10,148)	-24.96%
01011020 - MAYOR	0	1,429	8,500	16.81%	1,197	14.08%	232	19.40%
01011021 - DISTRICT 1	0	1,792	7,000	25.59%	580	8.29%	1,212	208.89%
01011022 - DISTRICT 2	0	1,134	7,000	16.19%	42	0.61%	1,091	2574.66%
01011023 - DISTRICT 3	0	1,382	7,000	19.75%	0	0.00%	1,382	0.00%
01011024 - DISTRICT 4	225	4,206	7,000	60.09%	3,089	44.12%	1,118	36.18%
01011025 - DISTRICT 5	0	2,298	7,000	32.83%	157	2.24%	2,141	1363.75%
01011026 - DISTRICT AT LARGE	264	5,908	7,000	84.41%	1,761	25.16%	4,147	235.48%
01011100 - CITY ADMINISTRATION	59,765	294,040	949,093	30.98%	272,524	40.02%	21,516	7.90%
01011200 - CITY SECRETARY	57,581	144,757	357,569	40.48%	112,132	29.55%	32,625	29.10%
01011300 - HUMAN RESOURCES	38,590	222,529	603,386	36.88%	188,455	38.07%	34,074	18.08%
01011400 - INFO TECHNOLOGY	49,487	341,736	1,326,552	25.76%	610,124	39.01%	(268,388)	-43.99%
01011500 - PUBLIC INFORMATION OFFICE	33,559	217,596	594,917	36.58%	201,864	40.59%	15,733	7.79%
01011600 - PUBLIC LIBRARY	76,033	412,918	1,160,399	35.58%	429,480	38.21%	(16,562)	-3.86%
01011700 - CITY MARSHAL	7,761	38,523	120,577	31.95%	43,384	36.12%	(4,861)	-11.21%
0101 - GENERAL GOV. SERVICES DEPT. Total	\$333,958	\$1,720,752	\$5,255,604	32.74%	\$1,905,441	37.89%	(\$184,689)	-9.69%
0102 - FISCAL SERVICES DEPT.								
01022000 - ACCOUNTING & REPORTING	\$122,121	\$438,675	\$1,266,538	34.64%	\$389,148	36.35%	\$49,527	12.73%
01022300 - MUNICIPAL COURT	38,293	181,396	577,916	31.39%	167,493	31.08%	13,903	8.30%
01022500 - PROCUREMENT OFFICE	19,666	99,145	273,070	36.31%	91,184	37.02%	7,961	8.73%
0102 - FISCAL SERVICES DEPT. Total	\$180,080	\$719,216	\$2,117,524	33.96%	\$647,825	34.91%	\$71,391	11.02%
0103 - NEIGHBORHOOD & PLANNING DEPT.								
01036100 - BUILDING INSPECTION	\$54,720	\$256,039	\$751,950	34.05%	\$230,257	35.92%	\$25,781	11.20%
01036401 - PLANNING SERVICES	5,937	51,671	238,779	21.64%	78,772	35.55%	(27,102)	-34.41%
01036500 - NEIGHBORHOOD SERVICES	20,079	119,210	464,410	25.67%	211,575	40.30%	(92,364)	-43.66%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	6,691	33,640	90,616	37.12%	33,648	39.87%	(8)	-0.02%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	\$87,428	\$460,560	\$1,545,755	29.80%	\$554,252	37.65%	(\$93,692)	-16.90%
0104 - PARK AND RECREATION DEPT.								
01044000 - PARK & REC ADMINISTRATION	\$23,488	\$121,864	\$312,811	38.96%	\$114,405	39.45%	\$7,458	6.52%
01044100 - REC PROGRAM ADMIN	50,583	181,420	539,577	33.62%	163,842	33.58%	17,578	10.73%
01044200 - SPECIAL EVENTS ADMIN	6,654	20,987	102,950	20.39%	112,070	33.77%	(91,082)	-81.27%
01044300 - ATHLETIC PROGRAMMING	22,958	253,481	540,980	46.86%	194,489	42.92%	58,992	30.33%
01044500 - HORTICULTURE	14,716	78,865	213,329	36.97%	74,090	38.19%	4,775	6.44%
01044600 - PARK GROUNDS MAINTENANCE	84,989	611,422	1,870,952	32.68%	575,350	32.99%	36,072	6.27%
01044900 - SENIOR CENTER	19,767	101,074	279,510	36.16%	115,173	48.24%	(14,099)	-12.24%
0104 - PARK AND RECREATION DEPT. Total	\$223,155	\$1,369,113	\$3,860,109	35.47%	\$1,349,418	36.08%	\$19,694	1.46%

**001 - GENERAL FUND
AS OF FEBRUARY 28, 2025**

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	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	\$712,008	\$1,332,076	\$2,696,460	49.40%	\$304,364	12.14%	\$1,027,712	337.66%
01055100 - PATROL	457,716	2,280,644	6,272,663	36.36%	2,276,509	39.99%	4,135	0.18%
01055200 - CRIMINAL INVESTIGATION	113,595	625,010	1,792,717	34.86%	582,582	35.48%	42,427	7.28%
01055300 - ANIMAL CONTROL	42,817	215,473	590,684	36.48%	170,774	29.55%	44,699	26.17%
01055400 - SCHOOL GUARDS	9,572	43,874	100,620	43.60%	44,691	44.42%	(817)	-1.83%
01055500 - CRIME PREVENTION	11,940	71,106	188,391	37.74%	67,650	40.25%	3,456	5.11%
01055600 - SWAT ORG	3,982	28,284	176,016	16.07%	14,763	10.11%	13,521	91.59%
01055700 - RECORDS	30,716	195,519	419,940	46.56%	149,867	39.58%	45,652	30.46%
01055900 - POLICE SPECIAL SERVICES	38,598	244,917	499,545	49.03%	115,108	27.72%	129,809	112.77%
0105 - POLICE SERVICES DEPT. Total	\$1,420,944	\$5,036,902	\$12,737,036	39.55%	\$3,726,308	32.04%	\$1,310,594	35.17%
0106 - PUBLIC WORKS DEPT.								
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	\$45,585	\$231,869	\$571,365	40.58%	\$209,096	33.66%	\$22,773	10.89%
01066200 - STREET MAINTENANCE	89,405	603,345	3,493,621	17.27%	679,230	19.68%	(75,885)	-11.17%
01066300 - TRAFFIC OPERATIONS	37,643	271,967	1,337,884	20.33%	186,814	16.82%	85,153	45.58%
01066700 - EQUIPMENT SERVICES	124,906	824,056	1,725,643	47.75%	428,666	31.97%	395,390	92.24%
01066800 - BUILDING MAINTENANCE	120,260	431,749	1,094,952	39.43%	392,985	40.13%	38,763	9.86%
0106 - PUBLIC WORKS DEPT. Total	\$417,798	\$2,362,986	\$8,223,464	28.73%	\$1,896,792	25.28%	\$466,194	24.58%
0107 - FIRE SERVICES DEPT.								
01077000 - FIRE ADMINISTRATION	\$45,639	\$278,268	\$704,079	39.52%	\$240,544	35.72%	\$37,724	15.68%
01077100 - FIRE PREVENTION	15,470	222,052	413,095	53.75%	141,924	39.95%	80,128	56.46%
01077200 - FIRE SUPPRESSION	436,209	2,162,191	5,370,798	40.26%	2,301,598	44.85%	(139,407)	-6.06%
01077300 - ADVANCED LIFE SUPPORT	138,510	725,236	2,041,688	35.52%	666,592	36.86%	58,644	8.80%
01077500 - EMERGENCY MANAGEMENT ADMIN	11,312	77,530	238,572	32.50%	64,425	32.67%	13,105	20.34%
0107 - FIRE SERVICES DEPT. Total	\$647,141	\$3,465,278	\$8,768,232	39.52%	\$3,415,084	41.82%	\$50,194	1.47%
0108 - NON-DEPARTMENTAL								
01088000 - GENERAL NON DEPARTMENTAL	\$42,099	\$302,859	\$548,723	55.19%	\$809,670	70.23%	(\$506,811)	-62.59%
0108 - NON-DEPARTMENTAL Total	\$42,099	\$302,859	\$548,723	55.19%	\$809,670	70.23%	(\$506,811)	-62.59%
0109 - USE OF FUND BALANCE								
01099000 - USE OF FUND BALANCE	\$9,969	\$61,315	\$40,182	152.59%	\$0	0.00%	\$61,315	0.00%
0109 - USE OF FUND BALANCE Total	\$9,969	\$61,315	\$40,182	152.59%	\$0	0.00%	\$61,315	0.00%
Grand Total	\$3,362,571	\$15,498,982	\$43,096,629	35.96%	\$14,304,791	35.15%	\$1,194,191	8.35%

002 - WATER/SEWER UTILITY FUND
AS OF FEBRUARY 28, 2025

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue							
53 - FINES & FEES	\$2,695	\$4,000	67.38%	\$2,555	63.88%	\$140	5.48%
54 - INTERGOV REVENUES	(0)	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	153,304	105,100	145.86%	164,562	962.35%	(11,259)	-6.84%
57 - CHARGES FOR SERVICES	7,144,293	22,670,060	31.51%	6,731,178	31.96%	413,115	6.14%
59 - OTHER SOURCES	24,348	67,777	35.92%	39,970	56.47%	(15,622)	-39.08%
Revenue Total	\$7,324,640	\$22,847,537	32.06%	\$6,938,265	32.80%	\$386,375	5.57%
Expense							
60 - SALARY AND BENEFITS	\$883,108	\$2,465,758	35.81%	\$881,200	37.87%	\$1,907	0.22%
72 - SUPPLIES & MATERIALS	146,864	637,709	23.03%	84,832	12.02%	62,032	73.12%
73 - CONTRACT & PROF SVCS	4,538,802	11,040,178	41.11%	4,186,319	41.18%	352,483	8.42%
74 - MAINT & REPAIR SVCS	79,138	426,800	18.54%	111,751	28.52%	(32,614)	-29.18%
75 - UTILITIES	68,135	103,352	65.93%	35,310	28.43%	32,826	92.96%
77 - DEBT SERVICES	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	1,160,913	8,036,192	14.45%	1,209,582	14.36%	(48,669)	-4.02%
79 - OTHER FINANCING USES	2,857	21,740	13.14%	2,338	16.18%	519	22.21%
Expense Total	\$6,879,816	\$22,731,729	30.27%	\$6,511,332	29.39%	\$368,484	5.66%
Net Income (Loss)	\$444,824	\$115,808		\$426,933			

FY 25 BUDGET	
AUDITED BEGINNING WORKING CAPITAL	\$ 11,568,235
UNAUDITED ENDING BALANCE	\$ 11,684,041
FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	51.4%
# of Days Coverage	188
Reserve Minimum \$\$ (90 Days)	\$ 5,605,084
Reserve Maximum \$\$ (150 Days)	\$ 9,341,807
Excess over Maximum \$\$	\$ 2,342,235

**UTILITY CIP FUNDS
AS OF FEBRUARY 28, 2025**

017 - UTILITY CAPITAL PROJECTS	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
	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	\$458,270	\$8,947,269	5.12%	\$662,133	8.47%	(\$203,863)	-30.79%
Net Income (Loss)	(\$458,270)	(\$3,697,269)		(\$662,133)			

BEGINNING FUND BALANCE \$ 3,693,449

UNAUDITED ENDING FUND
BALANCE \$ 3,235,179

018 - UTILITY METER REPLACEMENT	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
	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 FEBRUARY 28, 2025**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	\$364,684	\$923,000	39.51%	\$303,384	33.97%	\$61,300	20.21%
55 - INTEREST	0	0	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	\$364,684	\$923,000	39.51%	\$303,384	33.95%	\$61,300	20.21%
Expense							
60 - SALARY AND BENEFITS	\$19,454	\$102,585	18.96%	\$37,722	40.28%	(\$18,269)	-48.43%
72 - SUPPLIES & MATERIALS	2,581	7,658	33.71%	0	0.00%	2,581	0.00%
73 - CONTRACT & PROF SVCS	264,147	644,459	40.99%	434,498	62.05%	(170,352)	-39.21%
76 - CAPITAL OUTLAY	0	1,425,000	0.00%	\$0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	65,224	495,176	13.17%	14,840	41.67%	50,384	339.52%
79 - OTHER FINANCING USES	0	2,995	0.00%	0	0.00%	0	0.00%
Expense Total	\$351,405	\$2,677,873	13.12%	\$487,060	58.09%	(\$135,655)	-27.85%
Net Income (Loss)	\$13,279	(\$1,754,873)		(\$183,676)			

AUDITED BEGINNING FUND BALANCE	\$ 4,590,906
UNAUDITED ENDING FUND BALANCE	\$ 4,604,185

**012 - ECONOMIC DEVELOPMENT
AS OF FEBRUARY 28, 2025**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	\$863,991	\$3,280,407	26.34%	\$795,747	23.51%	68,244	8.58%
55 - INTEREST	31,293	0	0.00%	31,616	0.00%	(323)	-1.02%
59 - OTHER SOURCES	10,900	0	0.00%	0	0.00%	10,900	0.00%
Revenue Total	\$906,183	\$3,280,407	27.62%	\$827,363	24.45%	\$78,821	9.53%
Expense							
60 - SALARY AND BENEFITS	\$201,404	\$634,791	31.73%	\$218,867	38.89%	(17,463)	-7.98%
72 - SUPPLIES & MATERIALS	37,463	150,122	24.96%	40,815	50.01%	(3,352)	-8.21%
73 - CONTRACT & PROF SVCS	304,079	773,971	39.29%	36,011	6.54%	268,068	744.41%
74 - MAINT & REPAIR SVCS	23,299	84,600	27.54%	9,921	11.59%	13,378	134.85%
75 - UTILITIES	9,050	23,200	39.01%	6,834	29.46%	2,216	32.42%
78 - TRANSFER TO FUNDS	640,831	784,865	81.65%	595,533	85.78%	45,299	7.61%
79 - OTHER FINANCING USES	608,094	2,365,280	25.71%	254,126	10.64%	353,968	139.29%
Expense Total	\$1,831,721	\$4,816,829	38.03%	\$1,162,107	25.90%	\$669,614	57.62%
Net Income (Loss)	(\$925,537)	(\$1,536,422)		(\$334,744)			

AUDITED BEGINNING FUND BALANCE	\$ 7,273,816
UNAUDITED ENDING FUND BALANCE	\$ 6,348,279

**015 - DRAINAGE FUND
AS OF FEBRUARY 28, 2025**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
	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	503,531	1,325,000	38.00%	170,311	21.83%	333,220	195.65%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	\$503,531	\$1,325,000	38.00%	\$170,311	21.83%	\$333,220	195.65%
Expense							
60 - SALARY AND BENEFITS	\$0	\$20,353	0.00%	\$1,726	1.48%	(1,726)	-100.00%
72 - SUPPLIES & MATERIALS	32	13,305	-0.24%	2,494	12.21%	(2,526)	-101.30%
73 - CONTRACT & PROF SVCS	10,671	286,658	3.72%	309	0.07%	10,362	3352.97%
74 - MAINT & REPAIR SVCS	0	1,000	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	97	215	45.32%	87	51.99%	10	11.34%
76 - CAPITAL OUTLAY	129,480	953,229	13.58%	137,912	7.19%	(8,432)	-6.11%
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	\$140,216	\$1,279,970	10.95%	\$142,527	5.72%	(\$2,311)	-1.62%
Net Income (Loss)	\$363,315	\$45,030		\$27,784			

AUDITED BEGINNING FUND BALANCE	\$ 770,201
ENDING FUND BALANCE	\$ 1,133,516

**019 - SANITATION FUND
AS OF FEBRUARY 28, 2025**

	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	\$500	0.00%	\$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	80,571	230,000	35.03%	117,317	51.01%	(36,746)	-31.32%
57 - CHARGES FOR SERVICES	1,578,996	4,598,913	34.33%	1,461,788	32.80%	117,208	8.02%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	\$1,659,567	\$4,829,413	34.36%	\$1,579,106	33.69%	\$80,461	5.10%
Expense							
60 - SALARY AND BENEFITS	\$106,508	\$335,898	31.71%	\$126,946	40.68%	(20,438)	-16.10%
72 - SUPPLIES & MATERIALS	7,170	21,535	33.29%	8,475	48.23%	(1,305)	-15.40%
73 - CONTRACT & PROF SVCS	1,464,624	4,229,430	34.63%	1,313,657	32.10%	150,966	11.49%
74 - MAINT & REPAIR SVCS	0	10,500	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	0	356	0.00%	152	42.70%	(152)	-100.00%
76 - CAPITAL OUTLAY	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	7,881	218,914	3.60%	7,377	3.39%	504	6.83%
79 - OTHER FINANCING USES	304	1,450	20.99%	333	27.72%	(28)	-8.52%
Expense Total	\$1,586,486	\$4,818,083	32.93%	\$1,456,940	31.33%	\$129,546	8.89%
Net Income (Loss)	\$73,080	\$11,330		\$122,165			

	FY 25 REVISED
AUDITED BEGINNING WORKING CAPITAL	\$ 1,324,678
ENDING BALANCE	\$ 1,336,007
FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	27.7%
# of Days Coverage	101
Reserve Minimum \$\$ (90 Days)	\$ 1,188,020
Reserve Maximum \$\$ (150 Days)	\$ 1,980,034
Amount needed to reach maximum	\$ 644,027

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456 - FIELDHOUSE
AS OF FEBRUARY 28, 2025

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
	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	397,409	1,443,700	27.53%	320,168	23.08%	77,241	24.13%
58 - TRANSFER FROM FUNDS	537,950	537,950	100.00%	530,675	98.52%	7,275	1.37%
59 - OTHER SOURCES	76,165	159,000	47.90%	13,942	8.18%	62,224	446.32%
Revenue Total	\$1,011,524	\$2,140,650	47.25%	\$864,784	41.25%	\$146,740	16.97%
Expense							
60 - SALARY AND BENEFITS	\$229,665	\$631,291	36.38%	\$226,817	39.58%	2,848	1.26%
72 - SUPPLIES & MATERIALS	54,679	287,695	19.01%	74,600	25.52%	(19,921)	-26.70%
73 - CONTRACT & PROF SVCS	85,437	412,144	20.73%	96,353	21.61%	(10,916)	-11.33%
74 - MAINT & REPAIR SVCS	14,838	48,754	30.43%	10,302	23.02%	4,536	44.03%
75 - UTILITIES	53,374	115,863	46.07%	43,277	36.50%	10,096	23.33%
77 - DEBT SERVICES	537,950	538,450	99.91%	536,450	99.50%	1,500	0.28%
78 - TRANSFER TO FUNDS	0	0	0.00%	1,625	41.67%	(1,625)	-100.00%
79 - OTHER FINANCING USES	74	2,450	3.04%	162	6.63%	(88)	-54.18%
Expense Total	\$976,018	\$2,036,647	47.92%	\$989,588	48.99%	(\$13,570)	-1.37%
Net Income (Loss)	\$35,506	\$104,003		(\$124,803)			

AUDITED BEGINNING WORKING CAPITAL **\$ (1,887,551)**

UNAUDITED ENDING FUND BALANCE **\$ (1,852,045)**

**SPECIAL REVENUE FUNDS
AS OF FEBRUARY 28, 2025**

	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	\$234,373	\$560,025	41.85%	\$233,141	41.59%	\$1,232	0.53%
Expense	\$594,436	\$585,000	101.61%	\$445,744	76.20%	\$148,692	33.36%
Net Income (Loss)	(\$360,063)	(\$24,975)		(\$212,603)			
BEGINNING FUND BALANCE	\$ 553,369						
UNAUDITED ENDING BALANCE	\$ 193,306						

	CURRENT YEAR - FY 2025		
011 - ARTS FUND	YTD Actual	Revised Budget	% of Revised Budget
Revenue	\$40,577	\$138,450	29.31%
Expense	\$0	\$50,000	0.00%
Net Income (Loss)	\$40,577	\$88,450	
BEGINNING FUND BALANCE	\$ -		
UNAUDITED ENDING BALANCE	\$ 40,577		

	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	\$46,501	\$222,461	20.90%	\$221,685	53.56%	(\$175,184)	-79.02%
Expense	\$23,671	\$339,025	6.98%	\$201,401	40.83%	(\$177,730)	-88.25%
Net Income (Loss)	\$22,830	(\$116,564)		\$20,285			
BEGINNING FUND BALANCE	\$ 492,370						
UNAUDITED ENDING BALANCE	\$ 515,200						

**SPECIAL REVENUE FUNDS
AS OF FEBRUARY 28, 2025**

	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	\$159,085	\$172,198	92.38%	\$139,137	143.50%	\$19,947	0.00%
Expense	\$0	\$2,750	0.00%	\$0	0.00%	\$0	0.00%
Net Income (Loss)	\$159,085	\$169,448		\$139,137			

BEGINNING FUND BALANCE \$ 649,071

UNAUDITED ENDING BALANCE \$ 808,156

	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	\$162,186	\$250,000	64.87%	\$141,971	0.00%	\$20,215	0.00%
Net Income (Loss)	\$162,186	\$250,000		\$141,971			

BEGINNING FUND BALANCE \$ 923,144

UNAUDITED ENDING BALANCE \$ 760,958

	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	\$126,748	\$36,800	344.42%	\$1,852,904	5035.07%	(\$1,726,156)	-93.16%
Expense	\$112,243	\$566,500	19.81%	\$57,691	7.04%	\$54,552	94.56%
Net Income (Loss)	\$14,505	(\$529,700)		\$1,795,213			

BEGINNING FUND BALANCE \$ 3,574,091

UNAUDITED ENDING BALANCE \$ 3,588,596

**SPECIAL REVENUE FUNDS
AS OF FEBRUARY 28, 2025**

	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	\$9,045	\$45,000	20.10%	\$10,685	11.25%	(\$1,639)	0.00%
Expense	\$7,811	\$50,000	15.62%	\$0	0.00%	\$7,811	0.00%
Net Income (Loss)	\$1,234	(\$5,000)		\$10,685			
BEGINNING FUND BALANCE	\$	54,182					
UNAUDITED ENDING BALANCE	\$	55,416					

	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	\$2,795	\$8,000	34.94%	\$3,155	39.43%	(\$360)	-11.40%
Expense	\$2,062	\$0	0.00%	\$0	0.00%	\$2,062	0.00%
Net Income (Loss)	\$734	\$8,000		\$3,155			
BEGINNING FUND BALANCE	\$	66,972					
UNAUDITED ENDING BALANCE	\$	67,706					

	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	\$2,971	\$8,000	37.14%	\$3,425	42.81%	(\$454)	-13.25%
Expense	\$486	\$7,500	6.48%	\$0	0.00%	\$486	0.00%
Net Income (Loss)	\$2,485	\$500		\$3,425			
BEGINNING FUND BALANCE	\$	338					
UNAUDITED ENDING BALANCE	\$	2,823					

**SPECIAL REVENUE FUNDS
AS OF FEBRUARY 28, 2025**

	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	\$2,351	\$7,500	31.35%	\$2,694	35.92%	(\$343)	-12.72%
Expense	\$0	\$250	0.00%	\$0	0.00%	\$0	0.00%
Net Income (Loss)	\$2,351	\$7,250					

BEGINNING FUND BALANCE \$ 55,450

UNAUDITED ENDING BALANCE \$ 57,801

	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	\$75,683	\$0	0.00%	\$70,227	0.00%	\$5,457	7.77%
Expense	\$178,216	\$918,214	19.41%	\$954,455	25.17%	(\$776,239)	-81.33%
Net Income (Loss)	(\$102,533)	(\$918,214)		(\$884,228)			

BEGINNING FUND BALANCE \$ 1,251,533

UNAUDITED ENDING BALANCE \$ 1,149,000

**DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF FEBRUARY 28, 2025**

	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	\$1,411,022	\$1,515,556	93.10%	\$1,464,593	98.68%	(\$53,571)	-3.66%
Expense	\$1,176,691	\$1,486,056	79.18%	\$1,159,066	78.24%	\$17,625	-1.52%
Net Income (Loss)	\$234,331	\$29,500		\$305,528			

BEGINNING FUND BALANCE \$ 587,489

UNAUDITED ENDING BALANCE \$ 821,820

	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	\$69,069	\$154,486	44.71%	\$639,406	46.85%	(\$570,337)	-89.20%
Net Income (Loss)	\$69,069	(\$54,486)		(\$639,406)			

BEGINNING FUND BALANCE \$ 60,885

UNAUDITED ENDING BALANCE \$ (8,184)

	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	\$50,239	\$3,484,054	1.44%	\$1,979,788	32.54%	(\$1,929,549)	-97.46%
Net Income (Loss)	\$50,239	(\$3,484,054)		\$1,979,788			

BEGINNING FUND BALANCE \$ 3,556,115

UNAUDITED ENDING BALANCE \$ 3,505,876

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF FEBRUARY 28, 2025

	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%	\$93,283	23.02%	(\$93,283)	-100.00%
Net Income (Loss)	\$0	(\$261,811)		\$93,283			

BEGINNING FUND BALANCE \$ 299,552

UNAUDITED ENDING BALANCE \$ 299,552

	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	\$276,174	\$0	0.00%	\$296,584	0.00%	\$0	0.00%
Expense	\$40,690	\$3,897,200	1.04%	\$307,276	-7.51%	\$347,966	-113.24%
Net Income (Loss)	\$235,483	(\$3,897,200)		\$603,860			

BEGINNING FUND BALANCE \$ 7,806,264

UNAUDITED ENDING BALANCE \$ 8,041,747

	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 FEBRUARY 28, 2025

	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%	\$65,504	42.28%	\$0	0.00%
Expense	\$1,599	\$132,275	1.21%	\$14,771	-4.19%	\$16,370	-110.83%
Net Income (Loss)	\$1,599	(\$132,275)		\$80,275			
BEGINNING FUND BALANCE	\$	304,268					
UNAUDITED ENDING BALANCE	\$	302,669					

	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	\$466,562	\$1,026,814	45.44%	\$441,037	43.13%	\$0	0.00%
Expense	\$403,003	\$2,025,918	19.89%	\$1,144,602	56.55%	(\$741,600)	100.00%
Net Income (Loss)	\$63,559	(\$999,104)		\$703,565			
BEGINNING FUND BALANCE	\$	2,223,343					
UNAUDITED ENDING BALANCE	\$	2,286,902					

	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	\$652	\$36,000	1.81%	\$13,332	17.70%	(\$12,680)	-95.11%
Net Income (Loss)	(\$652)	\$47,000		\$13,332			
BEGINNING FUND BALANCE	\$	11,903					
UNAUDITED ENDING BALANCE	\$	11,251					



STAFF REPORT

MEETING: City Council - 01 Apr 2025

TITLE:

Council to receive a briefing and discuss park security.

Vision Statement:

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

STAFF RESPONSIBLE:

Mr. Matt Stogner, Police Chief

Mr. Bart Stevenson, Director of Parks

BACKGROUND/HISTORY:

Council to receive a briefing and discuss park security.

POLICY EXPLANATION:

There are no relative policies for this discussion.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, March 18, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, March 18, 2025, at 4:30 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT: Mayor Pro Tem Jeremy Koontz arrived at 4:35 p.m.

COUNCIL ABSENT:

EXECUTIVE SESSION

The Executive Session was called into session at 4:30 p.m., and Mayor Contreras read the item into record.

Mayor Contreras recessed the executive session at 5:38 p.m.

The executive session reconvened at 5:43 p.m.

The Council closed the Executive Session at 6:15 p.m.

- 1. ***City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.***
- 2. ***City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate the purchase, exchange, lease, or value of real properties, being located north and west of SH 67, east of Main Street, and south of Camp Wisdom Rd; and to seek legal advice from City Attorney regarding such real property.***

WORK SESSION / BRIEFING

- 1. **DISCUSS AGENDA ITEMS**
Mayor Contreras read the item into the record, and City Manager Finch reviewed each item.
- 2. **CITY COUNCIL CALENDAR**
- 3. **BRIEFINGS / PRESENTATIONS**
The Briefing Session was adjourned at 6:58 p.m.
 - A. ***Briefing on the IT Disaster Plan (Business Continuity Plan)***
Presented by Information Technology Director Clayton Ganzer.
 - B. ***The City Council will receive a MyGovernmentOnline briefing, discuss the information, and provide direction if necessary.***
Presented by Assistant Public Works Director Shahad Mohammad and Ryan Hutchinson, Chief Technology Officer with My Government Online.

Draft

C. **Council to receive a briefing on a request from Councilmember Koontz to add the Charles F. Ladd Nature Preserve to the City's Park Code of Ordinances Section 12B**

Presented by City Manager Finch. Mayor Pro Tem Koontz wanted to make sure the Ladd Nature Preserve is identified as a preserve in the ordinance. City Manager Finch indicated we would consult with the Texas Master Naturalist for guidance.

D. **Council Briefing and Discussion. An issue has been raised by Councilmember Koontz regarding the impact of warehouse operations near residential properties on Crestside Drive, including safety concerns related to truck traffic and residential disruption. Councilmember Koontz is requesting Council discuss the matter.**

Presented by City Manager Finch. Mayor Pro Tem Koontz brought this discussion to bring awareness of the concerns to the council. He wanted to discuss the impact on residents in the area with large trucks going in and out of the neighborhood due to the warehouses in the area. He also suggested additional signage, landscaping, or curb improvements. Attorney Hager stated there are issues with the stacking of trucks waiting to enter the warehouses. Councilmember Gooden asked about amending the Specific Use Permit for the business and suggested we look to Planning for recommendations.

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

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

Councilmember Veracruz delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. Mayor's Report.

Mayor Contreras thanked all for attending the District 4 Town Hall on Saturday. He invited all citizens to attend the Women's History Month Fireside Chat on March 27th.

B. Councilmembers' Reports

Councilmember McBurnett commended the staff on the events happening around the city. Councilmember Cherry-Brown acknowledged the great turnout at her Town Hall on Saturday. She thanked the city for being able to attend the National League of Cities event in Washington DC. Councilmember Gooden also thanked the city for attending the NLC event. She commended the Parks Department for the success of the Princess Tea Party and recognized the women who serve the City of Duncanville in honor of Women's History Month.

C. City Manager's Report.

City Manager Finch recognized and thanked the amazing Finance team on a job well done. He gave an update on Peachtree Recovery as an additional source of revenue for the city. He also informed citizens that drone deliveries are happening in Duncanville.

2. PROCLAMATIONS AND PRESENTATIONS

A. Audit firm Patillo, Brown, & Hill will provide a presentation on the FY 23-24 Independent Audit, Annual Comprehensive Financial Report, and Single Audit

Presented by Managing Director of Fiscal Services/CFO Richard Jackson and Todd Pruitt with Patillo, Brown & Hill. Mr. Jackson acknowledged and introduced the finance team members, Tia Pettis, Jennifer Otey, Georcha Card, Jatoya Land-Estelle, and Cynthia McGee-Thompson. Mr. Pruitt reviewed the components of the audit. Mayor Contreras thanked the firm and the finance team for the great work they did on the audit.

3. CITIZENS' INPUT

Draft

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

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

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

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

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

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

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

Patricia Ebert
115 S. Greenstone
Items 5C and 5D.

Mark Graham
410 Sante Fe Trail
Ladd Preserve

Erika Browning (email)
442 E. Cherry St.
Splash Pad Sponsorship

Maria Mayen (email)
lights at Harrington Park

4. CONSENT AGENDA

- A. Consider the Minutes for the March 4, 2025, City Council Regular Meeting.**
- B. Consider a resolution acknowledging receipt of the Independent Audit and Annual Comprehensive Financial Report provided by Pattillo, Brown, and Hill, LLP for the Fiscal Year ended September 30, 2024.**
RES 2025-439
- C. Seek City Council authorization for DCEDC expenditure of \$3,000.00 for a sponsorship for the Duncanville ISD Education Foundation's 2025 Heart of Duncanville 5K Run.**
RES 2025-437
- D. Seek City Council authorization for DCEDC expenditure of \$5,000.00 for a sponsorship for the 2025 Property Improvement Program (PIP) Days.**
RES 2025-436
- E. Seek City Council authorization for DCEDC expenditure of \$7,500.00 for a sponsorship for the 2025 Dallas County Sheriff's Office and Duncanville Police Department Fire Truck Pull.**
RES 2025-438
- F. Consider a Resolution awarding RFP 24-0021 for a three-month term contract for mowing, abatement, and landscaping services to Good Earth Corporation and Urban Landscape and Irrigation, with a total amount**

Draft

\$402,549.72 over a 3-Month span with a \$15,000 contingency not to exceed \$417,549.72.
RES 2025-440

Councilmember Don McBurnett made a motion to approve the consent agenda, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. *Take any necessary action as a result of the Executive Session.***
No action taken.
- B. *Consider Resolution 2025-434 approving a Sponsorship Agreement with Joe V's Smart Shop for the splash pad and pavilion at Armstrong Park.***
Presented by Parks and Recreation Director Bart Stevenson and Nichelle Sullivan, Public Affairs Manager, with Joe V's Smart Shop. Mayor Pro Tem Koontz apologized to Ms. Sullivan and Joe V's for his comments at the last meeting. He stated his opposition is not to Joe V's but to the selling off of the naming rights to a company that is not in Duncanville. He would like the council to consider other sponsorship options. The Splash Pad is part of the bond projects, and he would like it to be sponsored by businesses in the city. Councilmember Gooden asked how the 20 years for 150,000 was determined. Ms. Sullivan stated this was standard for HEB on most projects. Councilmember Pennebaker asked if there has been any discussion around other sponsorship opportunities in Duncanville. Ms. Sullivan stated that their job is to improve the community around us. Councilmember Pennebaker would like to see us look at other areas around the city for sponsorship. Councilmember Cherry-Brown stated that there has been no initiative from other businesses in the city for sponsorship. Mayor Pro Tem Koontz stated he would like a partnership without the naming rights. Councilmember McBurnett commended Ms. Sullivan on modifying the project with additional information received from the council. Mayor Contreras added that the sincerity of their outreach to the city is commendable. He then requested clarity of the naming rights issue in the contract.
RES 2025-434
- Councilmember Joe Veracruz made a motion to approve the item for fifteen years and \$125,000 with sponsorship only for the Splash pad and pavilion in Armstrong Park added to the contract, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 4 for, 3 against (Councilmember At-Large DeMonica Gooden, Councilmember Don McBurnett, and Mayor Pro Tem Jeremy Koontz).
- C. *Consider a Resolution approving the annual fee for SeeClickFix.***
Presented by Communications and Marketing Administrator Alex Hamby. City Manager Finch stated we had delayed payment as we were evaluating the system and Tyler 311 that was already included in the cost of another software.
RES 2025-442
- Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember At-Large DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against. (Mayor Pro Tem Koontz abstained)
- D. *Consider a Resolution authorizing the use of HOT Funds in the amount of \$60,000.00 for the BloomFest Music and Arts Festival on May 2nd, 2025.***
Presented by Special Events Coordinator Devon Handley. This event would be scheduled for the same time as the basketball event happening at the Fieldhouse. This is a new and unbudgeted event, however, plans are to add it as a continued yearly event. Councilmember Gooden added that she is excited about the event but has some concerns that the item is not in the budget. She then asked why this event is necessary at this time. City Manager Finch added that the council asked for signature events. He then explained the circumstances around that event coming about and an agreement with the Emerald City band. Councilmember Gooden then requested that we not set a pattern for special events that are not already budgeted.
RES 2025-435

Draft

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

6. STAFF AND BOARD REPORTS

- A. **City of Duncanville Community Calendar Briefing, the functions of the calendar and demonstrating the calendar to Council.**
Presented by Alex Hamby.
- B. **Council to receive the annual Arts Commission report presented by Arts Commission Chair Ron Thompson.**
Presented by Arts Commission Chair Ron Thompson and Vice-Chair Mack Browning.
- C. **Receive the Economic Development Department Quarterly Report**
Presented by Economic Development Director Victor Barrera.
- D. **Council to receive a briefing on the current status of the TIF Board**
Presented by Victor Barrera. Mayor Contreras stated he would like to move forward to fill vacancies on the TIF Board. Councilmember Pennebaker added he is looking forward to getting some movement with the TIF Board. Councilmember Gooden added she would not want to delay the meeting until we are able to interview and appoint others to the board as there is a quorum of members. Mayor Contreras and Councilmember McBurnett are in agreement with Councilmember Gooden.
- E. **Council Briefing on the request to reduce the membership of the Duncanville Community Multicultural Commission from twelve (12) to nine (9) members.**
Presented by Victor Barrera. The council had a consensus on reducing the membership.
- F. **Council to receive a briefing and discussion on the draft 15 year Capital Improvement Plan.**
Presented by City Manager Finch.
- G. **Council to receive a briefing on the work of the 2025 Bond Committee kicking off and also discuss concepts of potential facility improvements including locations and renderings.**
Presented by City Manager Finch. This is a nine-member group with one member appointed by each council member, one representing the Duncanville Community and Economic Development Corporation (DCEDC), and one representing the Planning & Zoning Commission. He gave an update on the meeting dates and the purpose of the committee. A decision must be made by August to have the item on the ballot in the November 2025 General Election. Mayor Pro Tem Koontz had a concern that there is not a representative from each district. Mayor Contreras and other council members do not have concerns regarding the makeup of the committee.
- H. **Council briefing on proposed ordinance requests.**
Presented by City Manager Finch. He presented a running list of ordinances that may need updating and asked the council for input on the priority for updating the ordinances.

ADJOURNMENT

The meeting was adjourned at 10:39 p.m.

ATTEST:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 01 Apr 2025

TITLE:

Consider a Resolution authorizing the City Attorney to prepare an ordinance to update special use permit requirements related to parking vehicles and deliveries.

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 E. Finch, City Manager

BACKGROUND/HISTORY:

1. Impact of Warehouse Operations on Crestside Drive:

- Trucks parking and attempting to back into a nearby industrial commercial facility, blocking traffic and causing safety risks for residents, especially along Crestside Drive.
- Residents report safety hazards, including trucks pulling into private driveways and the potential damage to personal property infrastructure. Concerns and blocking emergency vehicle access due to large trucks occupying the street for extended periods of time.

2. Improved signage and further measures to control the flow of trucks. Possible buffering or barriers to protect residents from the impacts of large truck traffic. The goal is to alleviate the ongoing issues and find ways to mitigate the impacts on residents' safety and quality of life.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 01 Apr 2025

TITLE:

Consider a resolution of the City Council of the City of Duncanville, Texas, authorizing the acceptance of a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG), to be administered by the City of Dallas, in the amount of \$6,537.99, utilized to purchase three storage boxes to be installed in the rear of the department's patrol vehicles.

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:

Ron McCarty - Police Lieutenant
Matthew Stogner - Chief of Police

BACKGROUND/HISTORY:

The Edward Byrne Memorial Justice Assistance Grant (JAG) is administered by the U.S. Department of Justice. Each year, many law enforcement agencies across the United States receive funding from the JAG that is used for improvements in the criminal justice system such as purchasing equipment, hiring additional personnel, or funding crime-control programs.

The federal government, in relation to the JAG program, considers the Metroplex a "disparate jurisdiction." Knowing that the cities surrounding Dallas vie for funds between each other, and each bear unique economic characteristics and population strengths, the U.S. Department of Justice devised a program within JAG called "Fund Share." The Fund Share allows the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG funds, on behalf of the other eligible units of local governments within that jurisdiction, and to act as the fiscal agent for them in administering the JAG Funds. In our case, the City of Dallas is this

fiscal agent and is charged with the administration of the funds, the distribution of the funds, and onsite visits and inspections to ensure the funds are being utilized appropriately.

POLICY EXPLANATION:

There is no specific policy impact in the acceptance of this grant

FUNDING SOURCE:

ORG and Object Number

Upon application and the City Council acceptance of the awarded funds, the awarded funds will be deposited into an interest-bearing account for use by the Duncanville Police Department to purchase three storage boxes to be installed in the rear of the department's patrol vehicles, with a total grant value of \$6,537.99.

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

RECOMMENDATION:

Staff recommends approval of a Resolution approving the application for and acceptance of The Edward Byrne Memorial Justice Assistance Grant Program (JAG), to be administered by the City of Dallas, to be used to purchase three storage boxes to be installed in the rear of the department's patrol vehicles, with a total grant value of \$6,537.99.

ACTION ALTERNATIVES:

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

ATTACHMENTS:

[FY24 JAG MOU](#)

[staff report- JAG 24\(chief version\)](#)

[FY24 JAG Resolution\(chief version\)](#)

**JustGrants Award ID # O-BJA-2024-172239
2024 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FUNDS SHARING AND FISCAL AGENCY AGREEMENT**

THIS AGREEMENT (the “Agreement”), is made and entered into by and between the following parties:

The County of Dallas, Texas (the “County”) located at County Administration Building, 2nd Floor, 411 Elm Street, Dallas, Texas 75202, political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

The City of Balch Springs, Texas (“Balch Springs”), located at City Hall, 13503 Alexander Road, Balch Springs, Texas 75181, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Carrollton, Texas (“Carrollton”), located at City Hall, 1945 East Jackson Road, Carrollton, Texas 75006, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Dallas, Texas (“Dallas”), located at City Hall, 1500 Marilla Street, Dallas, Texas 75201, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of DeSoto, Texas (“DeSoto”), located at City Hall, 211 East Pleasant Run Road, Suite A, DeSoto, Texas 75115, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution;

The City of Duncanville, Texas (“Duncanville”), located at City Hall, 203 East Wheatland Road, Duncanville, TX 75116, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Garland, Texas (“Garland”), located at City Hall, 200 North Fifth Street, 4th Floor, Garland, Texas 75040, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Grand Prairie, Texas (“Grand Prairie”), located at City Hall, 300 W. Main Street, Grand Prairie, Texas 75050, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

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EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FUNDS SHARING AND FISCAL AGENCY AGREEMENT
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The City of Irving, Texas (“Irving”), located at City Hall, 825 West Irving Boulevard, Irving, Texas 75060, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Lancaster, Texas (“Lancaster”), located at City Hall, 211 North Henry Street, Lancaster, Texas 75146, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Mesquite, Texas (“Mesquite”), located at City Hall, 757 North Galloway Avenue, Mesquite, Texas 75149, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Richardson, Texas (“Richardson”), located at City Hall, 411 West Arapaho, Richardson, Texas 75080, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

The aforementioned Cities shall be referred to collectively in this Agreement as the “Cities.”

The County and Cities that are signatories to this Agreement are the only parties to this Agreement.

W I T N E S S E T H:

WHEREAS, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the “JAG Program”) authorize the Department of Justice’s Bureau of Justice Assistance (the “BJA”) to make funds (the “JAG Funds”) available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, the County and the Cities are eligible for 2024 JAG Program Funds and have been certified by the BJA as a disparate jurisdiction; and

WHEREAS, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

WHEREAS, certified disparate jurisdictions must reach an agreement regarding the sharing of JAG Funds prior to submission of the JAG Program application; and

JustGrants Application ID # GRANT14265886
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FUNDS SHARING AND FISCAL AGENCY AGREEMENT
Page 2

WHEREAS, the County and the Cities agree and acknowledge that as a certified disparate jurisdiction, they must reach an agreement regarding the sharing of JAG Funds prior to submitting a JAG application with the BJA; and

WHEREAS, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction's JAG Funds for administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

WHEREAS, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

WHEREAS, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. PURPOSE

This Agreement shall set forth the following: (A) the nature of the relationship between the County and the Cities and Dallas as fiscal agent for the County and the Cities; (B) the parties' reporting, legal, and audit obligations; (C) the amount of JAG Funds initially allocated by the BJA to the County and the Cities (the "Initial Allocations"); (D) the amount of the Initial Allocations of the JAG Funds to be transferred from the Cities to the County; (E) the allocation of JAG Funds for each jurisdiction *after* the transfer of a portion of the Initial Allocations of JAG Funds from the Cities to the County (the "Adjusted Allocations"); (F) the amount of the grant administration fees to be paid to Dallas as the fiscal agent for both the County and the Cities; (G) the allocation of JAG Funds for the County and the Cities *after* the grant administration fee has been deducted from the Adjusted Allocations (the "Final Allocations"); and (H) other rights and responsibilities of Dallas, the County, and the Cities with regard to Dallas' application for, administration of, and distribution of the JAG Funds on behalf of the County and the Cities.

SECTION 2. FISCAL AGENT

A. Dallas as Fiscal Agent. The County and the Cities do hereby agree that Dallas shall act as the fiscal agent for purposes of applying for, administering, and distributing the JAG Funds on behalf of both the County and the Cities. In consideration for Dallas acting as the fiscal agent for purposes of the JAG Program, the County and the Cities, save Dallas, each agree to pay Dallas seven percent (7%) of their Adjusted Allocations for costs associated with administering the JAG Funds. Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration; provided, however, the total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, shall not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction. Dallas further agrees to prioritize the expenditure of the grant administration fees to include the following activities: distributing the JAG Funds, monitoring the award, submitting reports to the BJA (including performance measures and program assessment data), and providing ongoing assistance to the County and the Cities as sub-recipients of the JAG Funds.

B. No Additional Funds. The County and the Cities agree that Dallas has no obligation to provide funds to the County and the Cities from any source other than the JAG Program and in any amount other than the Final Allocation of JAG Funds for each party as set forth in this Agreement regardless of whether the JAG Funds are sufficient to fully accomplish the priorities set forth in Section 2.A above. In the event a portion of the JAG grant administration fee remains upon completion of the project set forth in this Agreement, as determined by Dallas, Dallas may expend such funds on other eligible projects under the JAG Program at Dallas's sole discretion.

SECTION 3. REPORTING, LEGAL, AND AUDIT REQUIREMENTS

A. Reports.

(1) Quarterly Reports. The County and the Cities agree to provide Dallas with quarterly financial and programming reports no later than eighteen (18) days after the last day of the calendar quarter that demonstrate the appropriate use and management of the JAG Funds in conformance with the JAG Program and the BJA guidelines.

(2) Semi-Annual Reports. The County and the Cities agree to provide Dallas with semi-annual progress reports in conformance with the JAG Program and the BJA guidelines.

B. Legal Requirements. The County and the Cities agree to act in accordance 2024 with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal year (FY) Local Assistance Application, all Office of Justice Programs financial guidelines and the Mandatory Award Terms and Conditions, and all of the requirements of the JAG Program guidance, including but not limited to: Administrative Funds, Disparate Certification, Prohibited and Controlled Uses,

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Compliance with Applicable Federal Laws, Body-Worn Camera (BWC) purchases, Body Armor, DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database, Interoperable Communications, Non-Supplanting of State and Local Funds; Civil Rights Compliance; Anti-Lobbying Act; Financial and Government Audit Requirements, includes Single Audit Act Requirements; Employment Eligibility Verification; National Environmental Policy Act (NEPA); DOJ Information Technology Standards; Compliance with Office of Justice Programs Financial Guide; and Government Performance and Results Act (GPRA); Federal Funding Accountability and Transparency Act (FFATA) of 2006; and the Uniform Administrative Requirements, Cost Principles, and Audits Requirements of Federal Awards, particularly, those set out at 2 CFR 200.303 and 2 CFR 200.205.

C. Award Terms and Conditions. Cities and County shall comply with the award terms and conditions, and other legal requirements, including but not limited to Office of Management and Budget (OMB), Department of Justice (DOJ), or other federal regulations which will be included in the award and are incorporated by reference into the award and into this Agreement.

D. Audit Requirements. The County and the Cities shall maintain records to demonstrate proper expenditure of JAG Program Funds and Dallas, as fiscal agent, has the right to review and audit any and all of such financial records. The County and the Cities shall retain all such records for a minimum of five (5) years following completion of this Agreement. The County and the Cities must require that any of its contractors, subcontractors, vendors, or partner agencies allow Dallas to review and audit their financial records pertaining to any contracts they may have with the County or the Cities utilizing JAG Funds.

SECTION 4. INITIAL ALLOCATIONS

For 2024, the BJA has determined the Initial Allocations of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$10,703.00
CARROLLTON	\$15,884.00
DALLAS	\$766,798.00
DESOTO	\$12,453.00
DUNCANVILLE	\$10,043.00
GARLAND	\$43,901.00

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GRAND PRAIRIE	\$30,676.00
IRVING	\$55,922.00
LANCASTER	\$15,679.00
MESQUITE	\$46,560.00
<u>RICHARDSON</u>	<u>\$12,112.00</u>
TOTAL	\$1,020,731.00

SECTION 5. AMOUNT OF INITIAL ALLOCATIONS TO BE TRANSFERRED FROM THE CITIES TO THE COUNTY

The Cities shall transfer a portion of their Initial Allocations of JAG Funds to the County pursuant to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$3,210.90
CARROLLTON	\$4,765.20
DALLAS	\$230,039.40
DESOTO	\$3,735.90
DUNCANVILLE	\$3,012.90
GARLAND	\$13,170.30
GRAND PRAIRIE	\$9,202.80
IRVING	\$16,776.60
LANCASTER	\$4,703.70
MESQUITE	\$13,968.00

<u>RICHARDSON</u>	<u>\$3,633.60</u>
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TOTAL	\$306,219.30
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SECTION 6. ADJUSTED ALLOCATIONS

After the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, the County and the Cities' Adjusted Allocations of JAG Funds are as follows:

THE COUNTY	\$314,697.70
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BALCH SPRINGS	\$7,492.10
---------------	------------

CARROLLTON	\$11,118.80
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DALLAS	\$536,758.60
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DESOTO	\$8,717.10
--------	------------

DUNCANVILLE	\$7,030.10
-------------	------------

GARLAND	\$30,730.70
---------	-------------

GRAND PRAIRIE	\$21,473.20
---------------	-------------

IRVING	\$39,145.40
--------	-------------

LANCASTER	\$10,975.30
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MESQUITE	\$32,592.00
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<u>RICHARDSON</u>	<u>\$0.00</u>
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TOTAL	\$1,020,731.00
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SECTION 7. FISCAL AGENT GRANT ADMINISTRATION FEES

The County and the Cities other than Dallas agree to transfer grant administration fees equal to seven percent (7%) of each party's Adjusted Allocation of JAG Funds to Dallas, as fiscal agent for the County and the Cities and Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration as shown below. The total contribution of Adjusted

Allocations toward grant administration, including Dallas' contribution, does not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction

THE COUNTY	\$22,028.84
BALCH SPRINGS	\$524.45
CARROLLTON	\$778.32
DALLAS	\$68,195.03
DESOTO	\$610.20
DUNCANVILLE	\$492.11
GARLAND	\$2,151.15
GRAND PRAIRIE	\$1,503.12
IRVING	\$2,740.18
LANCASTER	\$768.27
MESQUITE	\$2,751.45
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$102,073.11

SECTION 8. FINAL ALLOCATIONS

The Final Allocations of JAG Funds are the Initial Allocations (1) less the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, which are the Adjusted Allocations and (2) less the transfer of the grant administration fees of the Adjusted Allocations to Dallas. Each jurisdiction shall include in its JAG Program application the following Final Allocations of JAG Funds:

THE COUNTY	\$292,668.86
BALCH SPRINGS	\$6,967.65
CARROLLTON	\$10,340.48

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DALLAS	\$570,636.67
DESOTO	\$8,106.90
DUNCANVILLE	\$6,537.99
GARLAND	\$28,579.55
GRAND PRAIRIE	\$19,970.08
IRVING	\$36,405.22
LANCASTER	\$10,207.03
MESQUITE	\$30,310.56
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$1,020,731.00

SECTION 9. APPLICATION OF COUNTY FUNDS

The County agrees to prioritize the expenditure of its Final Allocation of Two Hundred Ninety Two Thousand, Six Hundred and Sixty Eight Dollars and Eighty Six cents (\$292,668.86) to continue the development and implementation of improvements to the criminal justice system. The Cities agree that the County has no obligation to provide any additional funds under this Agreement, even if the 2024 JAG Funds are insufficient to fully develop or implement the County's chosen improvements to the criminal justice system. In the event any JAG Funds remain upon completion of the development and implementation of improvements to the criminal justice, the County may expend such funds on other eligible projects under the grant at the County's discretion, subject to the approval of the BJA, as required under the JAG Program.

SECTION 10. TERM

The term of this Agreement shall begin on the date the last signature of either the County or the Cities authorizing approving this Agreement is obtained and shall terminate upon the fulfillment of all obligations hereunder.

SECTION 11. AGENCY

The County and the Cities agree and acknowledge that, except to the extent specified in Section 2 of this Agreement, each entity is not an agent of any other entity, and that each entity is responsible for its acts, forbearance, negligence, and deeds and each entity is responsible for those acts, forbearance, negligence, and deeds of its agents or employees in conjunction with performance under this Agreement.

SECTION 12. FORMAL APPROVAL

This Agreement is expressly subject to and contingent upon formal approval by the governing bodies of the County and the Cities.

SECTION 13. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and any right of action relating to such enforcement shall be strictly reserved to the Cities and the County and nothing contained in this Agreement shall be construed to create any rights for any third parties.

SECTION 14. NON-ASSIGNMENT

The parties shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the parties.

SECTION 15. NOTICE OF CONTRACT CLAIM

This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of breach of contract claim against the City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement. County and Cities shall fully comply with the requirements of this ordinance as a condition precedent to any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims. This Agreement is also subject to the provisions of TEX. LOC. GOV'T CODE § 89.0041 (Notice of Suit Against County).

SECTION 16. RESPONSIBILITY

Dallas, the County, and the Cities shall each be responsible for the sole negligent acts of their officers, agents, employees, or separate contractors. In the event of joint and concurrent negligence of the parties to this Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any

governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law.

SECTION 17. NOTICE

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to another may be affected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

<u>To the County:</u>	Dir. of Criminal Justice, Charlene Randolph Dallas County – Frank Crowley Courts Building 133 N. Riverfront Boulevard, 4th Floor LB5 Dallas, TX 75207
<u>To Balch Springs:</u>	Chief of Police, Brent Hurley Balch Springs Police Department 12500 Elam Road Balch Springs, Texas 75180
<u>To Carrollton:</u>	Chief of Police, Roberto Arredondo Carrollton Police Department 2025 East Jackson Road Carrollton, Texas 75006
<u>To Dallas:</u>	City Manager (I), Kimberly Bizer Tolbert Dallas City Hall 1500 Marilla, 4EN Dallas, Texas 75201
<u>To DeSoto:</u>	Chief of Police, Joseph Costa DeSoto Police Department 714 East Belt Line Road DeSoto, Texas 75115
<u>To Duncanville:</u>	Chief of Police, Matthew Stonger Duncanville Police Department

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203 East Wheatland Rd.
Duncanville, Texas 75116

To Garland:

Chief of Police, Jeff Bryan
Garland Police Department
1891 Forest Lane
Garland, Texas 75042

To Grand Prairie:

Chief of Police, Daniel Scesney
Police Department
1525 Arkansas Lane
Grand Prairie, Texas 75052

To Irving:

Chief of Police, Derick Miller
Irving Police Department
305 N O'Connor Rd
Irving, TX 75061

To Lancaster:

Chief of Police, Samuel Urbanski
Public Safety Building
100 Craig Shaw Memorial Parkway
Lancaster, TX 75134

To Mesquite:

Chief of Police, David Gill
Mesquite Police Department
PO Box 850137
Mesquite, Texas 75185-0137

To Richardson:

Chief of Police, Gary Tittle
Richardson Police Department
200 North Greenville Ave.
Richardson, TX 75081

SECTION 18. GOVERNING LAW AND VENUE

The obligations of the parties to this Agreement shall be performed in Dallas County, Texas, and venue for any legal action under this Agreement shall lie exclusively in Dallas County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas shall control.

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SECTION 19. LEGAL CONSTRUCTION

In the case that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SECTION 21. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 22. AMENDMENTS; ENTIRE AGREEMENT

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of all of the parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement may be modified or amended only by written agreement of all of the parties, to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, by their signatures hereon, each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Agreement. This Agreement is to be effective upon the signature of both County and the Cities.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGES]



STAFF REPORT

MEETING: City Council – 01 April 2025

TITLE:

Consider a resolution of the City Council of the City of Duncanville, Texas, authorizing the acceptance of a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG), to be administered by the City of Dallas, in the amount of \$6,537.99, utilized to purchase three storage boxes to be installed in the rear of the department's patrol vehicles.

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:

Matthew Stogner, Chief of Police
Ronald McCarty, Lieutenant

BACKGROUND/HISTORY:

The Edward Byrne Memorial Justice Assistance Grant (JAG) is administered by the U.S. Department of Justice. Each year, many law enforcement agencies across the United States receive funding from the JAG that is used for improvements in the criminal justice system such as purchasing equipment, hiring additional personnel, or funding crime-control programs.

The federal government, in relation to the JAG program, considers the Metroplex a “disparate jurisdiction.” Knowing that the cities surrounding Dallas vie for funds between each other, and each bear unique economic characteristics and population strengths, the U.S. Department of Justice devised a program within JAG called “Fund Share.” The Fund Share allows the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG funds, on behalf of the other eligible units of local governments within that jurisdiction, and to act as the fiscal agent for them in administering the JAG Funds. In our case, the City of Dallas is this fiscal agent and is charged with the administration of the funds, the distribution of the funds, and onsite visits and inspections to ensure the funds are being utilized appropriately.

POLICY EXPLANATION:

There is no specific policy impact in the acceptance of this grant.

FUNDING SOURCE:

Upon application and the City Council acceptance of the awarded funds, the awarded funds will be deposited into an interest-bearing account for use by the Duncanville Police Department to purchase three storage boxes to be installed in the rear of the department's patrol vehicles, with a total grant value of \$6,537.99.

RECOMMENDATION:

Staff recommends approval of a Resolution approving the application for and acceptance of The Edward Byrne Memorial Justice Assistance Grant Program (JAG), to be administered by the City of Dallas, to be used to purchase three storage boxes to be installed in the rear of the department's patrol vehicles, with a total grant value of \$6,537.99.

ACTION ALTERNATIVES:

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

ATTACHMENTS:

N/A

RESOLUTION NO. 2025-446

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG), TO BE ADMINISTERED BY THE CITY OF DALLAS, IN THE AMOUNT OF \$6,537.99, UTILIZED TO PURCHASE THREE STORAGE BOXES TO BE INSTALLED IN PATROL VEHICLES FOR THE POLICE DEPARTMENT; AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL DOCUMENTS IN REGARD TO THE REQUESTED FUNDS, WHICH INCLUDES THE AUTHORIZATION TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

WHEREAS, the City Council for the City of Duncanville finds it in the best interest of the citizens of the City of Duncanville that the Edward Byrne Memorial Justice Assistance Grant Program be operated for the Fiscal Year 2025; and

WHEREAS, the City Council for the City of Duncanville agrees that in the event of loss or misuse of the U.S. Department of Justice funds, the City Council assures that the funds will be returned to the U.S. Department of Justice in full; and

WHEREAS, the City Council for the City of Duncanville wishes to designate the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

Section 1. That the City Council for the City of Duncanville authorizes the City Manager or his designee to submit an application and accept the U.S. Department of Justice Fund Share award to purchase three storage boxes to be installed in patrol vehicles for \$6,537.99.

Section 2. That the City Council for the City of Duncanville assures the awarded funds will be returned to the U.S. Department of Justice in full in the event of loss or misuse of U.S. Department of Justice funds.

Section 3. That the City Council for the City of Duncanville authorizes the City Manager, as the authorized official, to execute all documents in regard to the request and grant funds, which includes the authorization to apply for, accept, reject, alter or terminate the grant.

Section 4. That the City Council for the City of Duncanville agrees and directs the City of Duncanville will comply with the terms and conditions set by the U.S. Department of Justice applicable to said grant.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 1st day of April, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 01 Apr 2025

TITLE:

Consider Resolution 2025-444 approving an incentive agreement by the Duncanville Community & Economic Development Corporation (DCEDC) with Duncanville Eats LLC in an amount not to exceed \$4,330 for exterior signage at 700 S. Cockrell Hill Road, Suite #158, 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:

Marcela Perez, Economic Development Coordinator

BACKGROUND/HISTORY:

In 2014, Ms. Cindy Johnson, along with her sister Vickie Johnson, a resident of Duncanville, sought to grow their non-profit organization's mission of feeding children at risk for hunger in our community. They began an expanded operation in DeSoto but experienced some setbacks.

In 2023, the decision was made to create a kitchen for our community that would support the food business of local chefs, caterers, cooks that cook from home, food prep and food trucks. The current Certificate of Occupancy for Duncanville Eats permits the business to operate as a commercial kitchen, however, they will be permissible to operate as a commissary kitchen and service food trucks once a larger capacity grease trap is acquired, along with additional hand sinks installed. This will also require applying for a new Certificate of Occupancy.

Duncanville Eats seeks to help food businesses who do not have a brick-and-mortar location with food business infrastructure and business management training.

POLICY EXPLANATION:

The grant application by Duncanville Eats LLC was approved by the DCEDC on March 24, 2025, for an incentive grant totaling \$4,330.00. The grant award and incentive agreement requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number

12051000 (Development Incentives) - 708501 (Economic Development Incentives)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$850,676.97	\$4,330.00	\$846,346.97

ACTION ALTERNATIVES:

1. Approve the DCEDC grant and incentive agreement.
2. Do not approve the DCEDC grant and incentive agreement.
3. Other actions as directed by Council.

ATTACHMENTS:

[Duncanville Eats LLC Grant Application](#)

[Resolution No. - 2025-444 - Approval of Duncanville Eats DCEDC Incentive Grant](#)

[Duncanville Eats LLC Incentive Agreement](#)



Incentives & Grants Assistance Application

Property Owner Nancy Dai
Mailing Address 700 S. COCKRELL Hill Rd
City Duncanville **State & Zip** TX 75137
Phone 214-679-0384 **Fax** _____ **Email** _____

Project Representative Cindy Johnson
Mailing Address 1801 N. HAMPTON RD #300
City DESOB **State & Zip** TEXAS 75137
Phone 409-222-1200

Business Name Duncanville Ends
Property Address 700 S. COCKRELL Hill Lane #150, Duncanville, TX 75137
Will You Lease or Own the Property? Lease **Legal Incorporation (Sole Proprietor, LLC, etc)** LLC
Type of Business Commissary Kitchen **Years in Business** 6
Business Plan and Portfolio Available? n/a (If yes, please attach)

Project Description
New signage for Business replacing the previous sign from previous business
4000
Square footage of Project _____ **Date Projected for Occupation of Project/Initiation of Operations** 12/19/2024

Fiscal Impact / Financial Background
Current Real Property Value \$ n/a
Estimated Property Investment (if applicable) \$ 50,000
Current Sales / Gross Receipts / Revenue Generated \$ n/a
Additional Revenue to be Generated from Business Expansion (if applicable) \$ n/a
Sales Growth Expectations: Year One ✓ Year Two _____ Year Three _____
Projected Total Annual Operating Budget of this Facility \$ 300,000
Business Liabilities \$ n/a
What infrastructure construction would be required? Completed, Signage \$7000
Interior Investments \$ 50,000 **Exterior Investments** \$ 8000

Are you entering into a Loan? NO 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 6 **Total Annual Payroll** \$ \$100K
Type of Jobs Created Restaurant
Percentage of Employees who will be Duncanville Residents 50%
Number of Full-time Employees 3 **Number of Part-time Employees** 3

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 \$ 4330⁰⁰

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

\$ 4330.00

*****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.

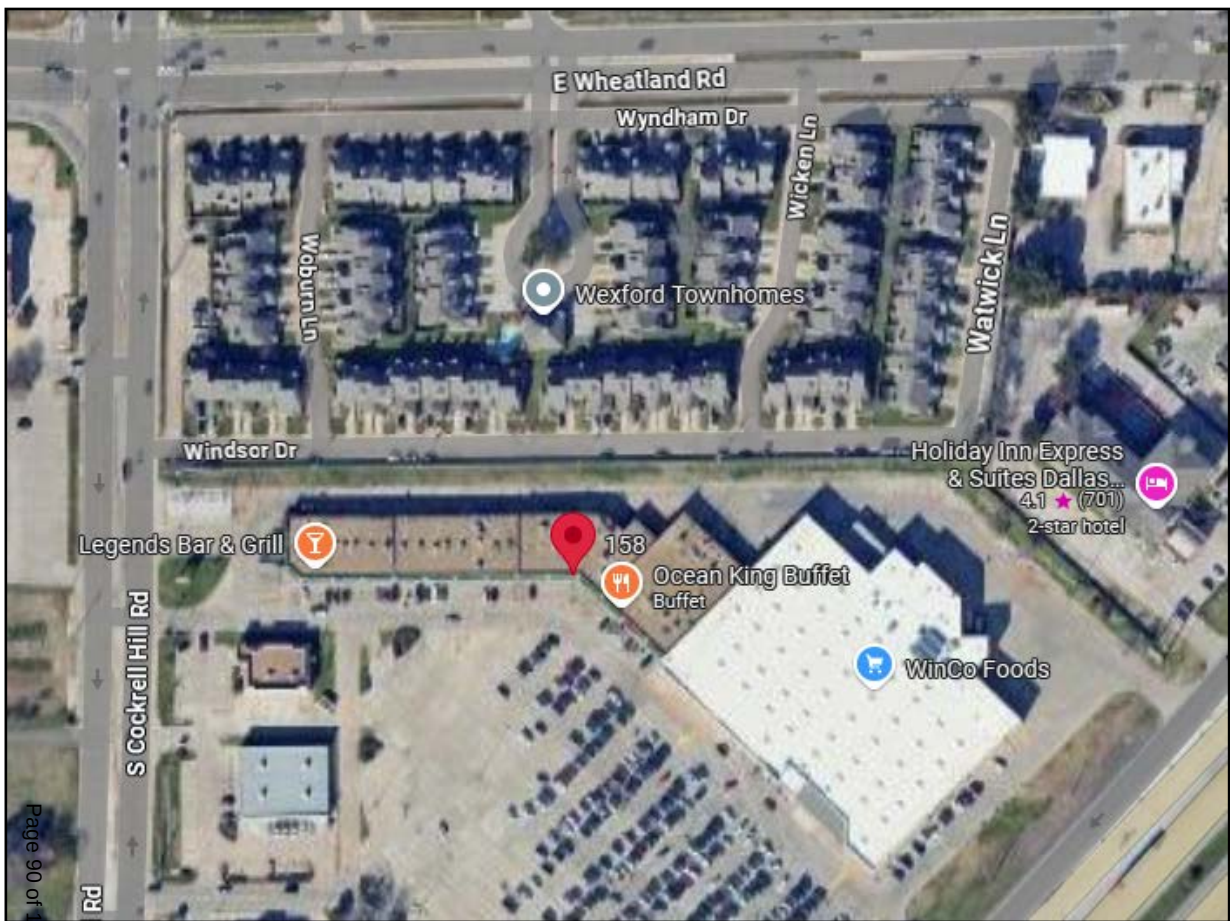
Printed Name _____

Date _____

Signature _____



City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com



Marcela Perez

From: Cindy Johnson - Cindy@cindyjohnson.me <Cindy@cindyjohnson.me>
Sent: Monday, January 13, 2025 6:10 PM
To: Marcela Perez
Subject: History Letter

Importance: High

Follow Up Flag: Flag for follow up

Flag Status: Flagged

My name is Cindy Johnson in 2014 my sister Vickie Johnson a resident of Duncanville we decided to get creative with our non-profit organization and feed children at risk for hunger in our community. After receiving the grant we had a an extremely hard time locating a commissary kitchen. We decided to do a buildout found a building in Desoto spoke with the city permits about the ends and outs and started to move toward our goals only to find out the city of Desoto made it next to impossible to move forward due to the fact everything they told me was only a fraction of what I needed to know after several trips of gaining information, Economic Development was never part of any conversation. I could no longer trust the city of Desoto a decision was made to move to Duncanville, best choice I ever made! I found an abandon restaurant building started my journey to the city permits and the rest is history! Instead of working with Texas Department of Agriculture (TDA) feeding children, we decided in 2023 to create a kitchen for our community that would support the food business of chefs, caterers, cooks that cook from home, food prep and food trucks and restaurants that want to sell food flavors. Not sure what to call it Ghost, Commissary or Shared kitchens its room for all cooks with delivery platforms but not limited to Uber Eats, Grub Hub and Door Dash. Food businesses that need a platform that can't afford a brick and mortar with business management training and set up a food business infrastructure if needed.

We own other businesses that will be moving to the Duncanville area simply because we are supported and it's the right to do!

Kindest Regards

-Duncanville Eats LLC
c/o Cindy Johnson







Agenda Item #5.B.



Agenda Item #5.B.



Surani Signs
2099 Valley View Ln Suite # 120 Farmers Branch, Tx 75234
info@suranisigns.com
(214) 876-6784

suranisigns.com



Invoice 2517

SALES REP INFO
Shani
info@suranisigns.com
(214) 876-6784

INVOICE DATE
12/17/2024

INV.DUE DATE
12/31/2024

TERMS
Due on receipt

ORDERED BY
Duncanville Eats

CONTACT INFO
Cindy Johnson
cindy@cindyjohnson.me
(469) 222-1200

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Channel Letters Client will give post dated checks as payments. Size of the Sign: Total Width: 11ft Total Height: 3ft Height of "Duncanville": 12in Height of "EATS": 18in	1	Each	\$4,000.00	\$4,000.00	Y

Final payment is due when invoices are received unless credit terms have been extended to include NET 30. If payments for past orders are not received within 60 days, we reserve the right to cancel future orders.

Past Due Invoices are subject to a Late Payment Fee of \$XX.XX for each month past due, and (or) a X% Finance Charge of the outstanding balance due each month. All materials remain the property of Company Name until paid for in full.

Subtotal:	\$4,000.00
Sales Tax (8.25%):	\$330.00
Total:	\$4,330.00

SIGNATURE:

DATE:

PRINTED ON 12/26/2024 03:55 PM BY CREATED BY

1/1



4610 Mint Way, Dallas, TX 75236
(214) 339-2227 (817) 861-1234 f:(214)339-9987
www.SignsManufacturing.com

Sales Order #:2408143840MC

Preparation Date: 8/14/2024

Your Sales Consultant is Michael Carlton

Billing Address

Name: Nicole Lee
Company: Duncanville Eats
Address: 700 South Cockrell Hill Rd Suite#158
City, State, Zip: Duncanville Tx 75137
PO#: 8142024
Phone#: 469-502-1891

Job / Shipping Address

Name: Nicole Lee
Company: Duncanville Eats
Address: 700 South Cockrell Hill Rd Suite#158
City, State, Zip: Duncanville Tx 75137
Email: nicole@kidsgrace.org
Phone#: 469-502-1891

DESCRIPTION

Prepare new sign artwork including measurements, callouts, colors (if known) and a cross-section (if needed) for the customer's approval.

Fabricate 12" (nominal) front-lit channel letters reading "DUNCANVILLE EATS" with mechanically welded construction (not stapled) and 1 stroke of SolarBrite™ LED lighting.

1in trimcap will be used, Jewelite, with an aluminum core and SolarGuard™ protection (color TBD).

Faces will be 1/8in Plexiglas (color TBD).

Returns will be 5" deep, .040 aluminum (color TBD).

Letter backs will be made of .063 aluminum.

These channels will be mounted on an aluminum raceway approximately 12'-6" long (total, although it may be built as multiple sections for installation purposes) painted using our SignLux automotive grade paint system for maximum lifespan, color TBD.

This sign will be UL or ETL Listed for installation anywhere Listing is required (anywhere in Texas).

Prices include drawings, permit work with City and inspections, materials, shop labor, installation, and connection to existing 20AMP circuit.

No Raceway-\$6556.00

YOUR COST*: \$8027.00
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.

11/29/2024

Estimate sign Duncanville Eats
12 feet x 10 sign will be replaced

\$3700

In and Out Signs
Charles Mason

Agenda Item #5.B.

DUNCANVILLE EATS

Page 100 of 185

RESOLUTION NO. 2025-444

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN INCENTIVE AGREEMENT BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) WITH DUNCANVILLE EATS LLC FOR SIGNAGE LOCATED AT 700 S. COCKRELL HILL ROAD, SUITE #158, DUNCANVILLE, TX 75137 IN AN AMOUNT THAT SHALL NOT EXCEED \$4,330.00 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, Duncanville Eats LLC, is seeking to add new signage at the property located at 700 S. Cockrell Hill Road, Suite #158, Duncanville, Texas 75137; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an incentive grant and incentive agreement for signage in an amount not to exceed four thousand three hundred and thirty dollars and zero cents (\$4,330.00); and

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves Resolution 2025-444 approving an incentive agreement by the Duncanville Community and Economic Development Corporation to Duncanville Eats LLC for reimbursement of improvements made for signage in an amount not to exceed four thousand three hundred and thirty dollars and zero cents (\$4,330.00); 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 1st day of April, 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, and Duncanville Eats LLC acting by and through Cindy Johnson, its duly authorized representative (the "Applicant").

RECITALS

WHEREAS, the Duncanville Community and Economic Development Corporation (DCEDC) established incentive policies and guidelines in order to locate, retain, and expand business activities in Duncanville; and

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their business located at 700 S. Cockrell Hill Road, Suite #158, Duncanville, TX 75137 hereinafter known as the "Project"; and

WHEREAS, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to a signage improvement in an amount not to exceed Four Thousand Three Hundred Thirty dollars and Zero cents (\$4,330); and

WHEREAS, the signage improvements shall mean a channel letter signage approximately eleven feet wide and three feet by twelve and eighteen inches in height and illuminated with LED lighting as part of the Project; and

WHEREAS, reimbursement of incentive funds is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances; and

WHEREAS, the Applicant, meets all program requirements in order to be considered for incentive grant assistance; and

WHEREAS, pursuant to Texas Local Government Code Chapters 501 through 505, (the Development Corporation Act), the DCEDC has determined that the request constitutes an authorized project and DCEDC is willing to provide the Applicant with economic assistance in the form of cost reimbursements as hereinafter set forth on the terms and conditions stated herein and the Applicant, is willing to accept all terms and conditions stated in this Agreement; and

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the

EXHIBIT "A"

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 **October 1, 2025**, 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 700 S. Cockrell Hill Road, Suite #158 in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement incentive grant in an amount not to exceed a total of \$4,330.00 for signage improvements to the building located at said address, occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

3.02. The Applicant shall file a written proposal and plans with the DCEDC which shall provide detailed plans concerning the use of funds to achieve the purposes recited herein.

ARTICLE IV. COVENANTS OF DUNCANVILLE EATS LLC

4.01. As a condition precedent and in consideration of the DCEDC agreeing to make the economic development incentive grant described above, and to be eligible to receive reimbursement, the Applicant agrees to do the following:

- (a) Cause the improvements as defined herein to be permitted and installed at the address indicated herein in compliance with the local ordinance; and
- (b) Provide a verified grant reimbursement request form along with original copies of

EXHIBIT "A"

the actual paid invoices for expenses within the provisions to Article III the business incurred before October 1, 2025 at 5 p.m.; and

- (c) Provide proof of legal occupancy of the specified location of 700 S. Cockrell Hill Road, Suite #158, Duncanville, TX 75137; and
- (d) Incentive grant shall mean one-time cash grant not to exceed \$4,330.00 for improvements (Project) to the property located at 700 S. Cockrell Hill Road, Suite #158, Duncanville, TX 75137; and
- (e) Pay and be current to the ad valorem and sales during the term of this Agreement and through a period of five (5) years from the effective date; and
- (f) Development and maintain the property in conformity to the local Comprehensive Zoning Ordinance and other local applicable regulation codes; and
- (g) 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.
- (h) 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

EXHIBIT "A"

- (d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final) for a period of five (5) years from the effective date; and
- (e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and
- (f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and
- (g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and
- (h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of the Applicant existence, insolvency, employment of receiver for any part of the Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Applicant and Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

5.02. Recapture Provision. In the event the Applicant does not comply with the terms of this Agreement or is otherwise in default as provided herein, the Applicant pursuant to the provisions herein shall refund the DCEDC the Grant Payments actually paid by DCEDC and received by the Applicant immediately preceding the date of such termination. If the payment is not refunded within 30 days of termination, the Applicant will indemnify the DCEDC of any fees or costs related to recuperating funds owed to the DCEDC, plus interest and attorney fees.

5.03. Mutual Assistance. The Applicant and the DCEDC shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

5.04. Representations and Warranties. The Applicant represents and warrants to the DCEDC that it is a duly organized company under the laws of the State of Texas and is in good standing and can execute the terms of this agreement.

5.05. Employee Hiring, Materials, and Supplies Purchased. Although not a condition of this Agreement, the DCEDC requests that the Applicant when feasible, satisfies its needs for all additional employees from Duncanville residents and/or purchases materials and supplies from Duncanville merchants and businesses.

EXHIBIT "A"

5.06. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.07. **Verification and Compliances.** The Applicant agrees to allow the DCEDC's lawful representative to conduct an audit on all of the Applicant business records, documents, and agreements or other instruments, subject to appropriate confidentiality, in furtherance of the following purposes only:

- (a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and
- (b) To determine the existence of a default or breach of the terms of this Agreement; and
- (c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and
- (d) To determine whether the correct amount of sales taxes are being collected and reported.

The DCEDC will provide the Applicant with written notice of any request for an audit and shall cooperate with the Applicant to schedule audit activities so as to minimize disruption of the Applicant normal business operations.

5.08. **Indemnification.** IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, THE APPLICANT IS ACTING INDEPENDENTLY, AND THE DCEDC ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO THIRD PARTIES IN CONNECTION WITH THE APPLICANT BUSINESS OR PROPERTY. THE DCEDC SHALL NOT BE LIABLE TO THE APPLICANT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR ANY DAMAGE TO PERSONS OR PROPERTY. IN THIS RESPECT, THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE DCEDC HARMLESS AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE CONDUCT OR MANAGEMENT OF THE APPLICANT, OR FROM ANY BREACH ON THE PART OF THE APPLICANT OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF NEGLIGENCE OF THE APPLICANT, ITS AGENTS, CONTRACTORS, OR EMPLOYEES.

5.09. **Attorneys Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

5.10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

EXHIBIT "A"

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:	Duncanville Eats LLC Attention: Cindy Johnson 700 S. Cockrell Hill Road, #158 Duncanville, TX 75137	With a copy to: Brandon Shelby Shelby Law, PLLC P.O Box 1316 Sherman, Texas 75091
City:	City of Duncanville Attention: Douglas E. Finch P.O. Box 380280 Duncanville, Texas 75138-0280	
DCEDC:	Duncanville Community and Economic Development Corporation Attention: Marlon Goff P.O. Box 380280 Duncanville, Texas 75138-0280	

5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

5.15. **Applicable Law.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Dallas County, Texas.

5.16. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create

EXHIBIT "A"

a partnership or joint venture between the parties.

5.19. Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

5.20. Approval by the City of Duncanville, Texas. This Agreement was approved by the City Council at its meeting on _____.

EXHIBIT "A"

DUNCANVILLE EATS LLC

By: Cindy Johnson
Its: Duly Authorized Representative
Date: _____, 2025

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

By: Marlon Goff
Its: Board President
Date: _____, 2025

CITY OF DUNCANVILLE

By: Douglas E. Finch
Its: City Manager
Date: _____, 2025

EXHIBIT "A"

Duncanville Eats LLC

STATE OF TEXAS

COUNTY OF DALLAS §
 §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized representative of Duncanville Eats LLC, and that they are authorized by said to execute the foregoing instrument as the act of such Succeed Forever Community Transformation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

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 _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

 Notary Public in and for the State of Texas

 Type or Print Notary's Name

My Commission Expires:

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 _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:



STAFF REPORT

MEETING: City Council - 01 Apr 2025

TITLE:

Consider Resolution 2025-443 approving an amendment of an incentive agreement by the Duncanville Community & Economic Development Corporation (DCEDC) with Dolani Investments, LLC located at 511 E Camp Wisdom Road, Duncanville, Texas 75116.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Marcela Perez, Economic Development Coordinator

BACKGROUND/HISTORY:

Owner, Faizan Dolani, of Dolani Investments, LLC is submitting a second extension request for completion of the paving and landscaping portion of the previously approved DCEDC project. The original incentive agreement and grant project award of \$208,610.97 included paint, pavement, and landscaping grants, and was approved by City Council on September 13, 2023. Due to changes with personnel and points of contact, Mr. Dolani experienced some delays in proceeding with his project, and receiving reimbursement of what had been completed. A \$40,000.00 reimbursement for the Dolani Investments, LLC paint grant was paid on August 29, 2024, leaving a balance of \$168,610.97.

POLICY EXPLANATION:

The grant extension request for the remaining balance of the Dolani Investments, LLC project, in the amount of \$168,610.97, and an amended incentive agreement with a project completion and reimbursement deadline of 90 days post City Council approval was approved by the DCEDC on March 24, 2025. The incentive agreement amendment requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number

12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve the amendment to DCEDC incentive agreement.
2. Do not approve the amendment to DCEDC incentive agreement.
3. Other actions as directed by Council.

ATTACHMENTS:

[Amendment to Incentive Agreement_Dolani Investments LLC](#)

[Resolution No. - 2025-443 - Approval of Amendment to Incentive Agreement with Dolani Investments LLC](#)

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §
 §

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (this “First Amendment”) is made effective as of April ____, 2025 (the “Effective Date”) by and between Duncanville Community and Economic Development Corporation (“DCEDC”) and Dolani Investments, LLC (“Dolani”).

RECITALS

WHEREAS, the DCEDC previously approved and executed an Economic Development Incentive Agreement (“Agreement”) with Dolani on December 18, 2023 for painting, paving, and landscaping on the property located at 511 East Camp Wisdom Road; and,

WHEREAS, Dolani completed the painting work outlined in the Agreement but was unable to complete the paving or landscaping work in the time frame outlined in the Agreement; and,

WHEREAS, Dolani is requesting an Amendment to the Agreement to allow for more time to complete the paving and landscaping work; and,

WHEREAS, the DCEDC Board of Directors has found and determined that amending the Agreement and granting Dolani the requested extension 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;

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, DCEDC and Dolani hereby agree to amend and modify the Agreement as follows:

- a. 2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by ~~March 5, 2024~~ **July**

1, 2025, 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.

- b. 3.01. Economic Development Incentives. As an economic development incentive grant to assist the Applicant located at 511 E. Camp Wisdom Road in Duncanville, Texas, the DCEDC agrees to provide an incentive grant in an amount not to exceed a total of ~~\$208,610.97~~ **\$168,610.97** for *paving and landscaping* improvements to the property located at said address, occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.
- c. 4.01(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 ~~March 5, 2024~~ **July 1, 2025** at 5 p.m.; and
- d. 4.01(d). Incentive grant shall mean ~~one-time~~ cash grant not to exceed ~~\$208,610.97~~ **\$168,610.97** for *remaining paving and landscaping* improvements (Project) to the property located at 511 E. Camp Wisdom Road; and
- e. 4.01(e). Receive a certificate of occupancy for 511 E. Camp Wisdom Road on or before ~~March 5, 2024~~ **July 1, 2025**; and
- f. 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: Dolani Investments, LLC
 Attention: Faizan Dolani
 511 E Camp Wisdom Road
 Duncanville, TX 75116
 City: City of Duncanville
 Attention: ~~Robert D. Brown, Jr.~~ **Douglas Finch**
 P.O. Box 380280
 Duncanville, Texas 75138-0280

DCEDC: Duncanville Community and Economic Development
Corporation
Attention: ~~Kenneth Govan~~ **Victor Barrera**
P.O. Box 380280
Duncanville, Texas 75138-0280

With a Copy to: Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard St.
Dallas, Texas 75201

Brandon S. Shelby
Shelby Law, PLLC
P.O. Box 1316
Sherman, Texas 75091

- g. 5.20. Approval by the City of Duncanville, Texas. This Agreement ~~was approved~~ ***is subject to approval*** by the City Council at its meeting on ~~September 19, 2023~~ ***April 1, 2025.***

This First Amendment is executed and delivered by DCEDC and Dolani effective as of the date Second written above.

{Signature page to follow}

DCEDC:

Duncanville Community and Economic
Development Corporation

By: _____
Name: Marlon Goff
Title: Board President

CITY OF DUNCANVILLE:

City of Duncanville, Texas

By: _____
Name: Douglas Finch
Title: City Manager

DOLANI:

Dolani Investments, LLC

By: _____
Name: Faizan Dolani
Title: Authorized Representative

RESOLUTION NO. 2025-443

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AMENDMENT OF AN INCENTIVE AGREEMENT BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) WITH DOLANI INVESTMENTS LOCATED AT 511 E CAMP WISDOM ROAD LLC; 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, Owner, Faizan Dolani, of Dolani Investments LLC is submitting a second extension request for completion of the paving and landscaping portion of the previously approved DCEDC project at the property located at 511 E. Camp Wisdom Road, Duncanville, Texas 75116; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve a grant extension request for the remaining balance of the Dolani Investments LLC project in the amount of \$168,610.97, and an amended incentive agreement with a project completion and reimbursement deadline of 90 days post City Council approval; and

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves Resolution 2025-443 approving an amendment of an incentive agreement by the DCEDC with Dolani Investments LLC; 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 1st day of April, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 01 Apr 2025

TITLE:

Presentation from the Duncanville Police Department on revising Chapter Four—Animals and Fowl City Ordinance to comply with state legislation changes and best practices, and consideration for adoption.

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:

Ron Wilcots, Assistant Chief of Police
Chad Chamberlain, Animal Control Officer

BACKGROUND/HISTORY:

This item was the subject of discussion during a workshop with the City Council on January 23, 2025, where several changes were proposed. City Council members requested the removal or addition of specific definitions, a clarification of the board of adjustment, a renaming of the local health authority to differentiate it from similar entities in other ordinances, and requested that the term "special use permit" be revised. Additionally, they recommended adjustments to the fowl chart to allow for an increased number of fowl per 1/4 acre, requested grammatical revisions, and sought a more detailed description of the process when an animal is deemed a nuisance. However, the City Council did not support measures that would limit or ban roosters, impose permit fees, enforce six-foot fence requirements for fowl owners, or allocate costs for educational materials or courses on responsible fowl ownership.

In the weeks following the workshop, Assistant Chief Wilcots convened discussions with community members, the city attorney, and the municipal judge to address the proposed changes to the ordinance. Furthermore, Assistant Chief Wilcots reached out to the Texas Department of Agriculture to gain a better understanding of relevant state statutes. Most of the requested changes were made after counsel from the city attorney and guidance from the municipal judge. A request by a citizen to

remove a link suggesting proper chicken-coop sizes was also honored. All grammatical requests by the City Council were honored. Assistant Chief Wilcots did not honor the request to state the board of adjustment will be trained or how they will be trained for appeals involving animals. Any other changes that were made would be considered collateral changes (changes that caused something else to be changed).

A briefing for the Council is scheduled for April 1, 2025, where the requested changes will be presented. The goal is to seek adoption of the revised ordinance on April 15, 2025.

****PRIOR HISTORY:**** The Police Department denied a goat permit application on December 20, 2022, due to incomplete signatures. This denial was subsequently appealed to the City Council on February 7, 2023, but the matter was tabled until after the election. The Police Department revised the ordinance to align with legislation updates, remove the City Council from the appeal process, while also addressing issues with chickens and fowl due to numerous complaints. Over the course of two years, the Police Department has presented the revised changes to the City Council multiple times. These changes have undergone revisions under three different Assistant Chiefs before being assigned to Assistant Chief Wilcots in September 2024.

On September 17, 2024, Assistant Chief Wilcots and Animal Control Officer Chad Chamberlain presented the updated changes to the City Council, followed by another presentation on December 3, 2024. During a subsequent meeting on December 17, 2024, the City Council raised questions concerning the charts, fines, fees, enforcement procedures, and the necessity of the proposed updates. All inquiries were addressed, and the Council was informed that the heightened volume of calls related to chickens, hens, roosters, and fowl contributed significantly to the impetus for the revised fowl section. Consideration of best practices and legislative updates informed all proposed changes to the animal ordinance.

POLICY EXPLANATION:

Updated sections to reflect legislation changes and best practices from other Cities within the Metroplex, City Council workshop, and added definitions to better explain the intent of the ordinance and simple grammatical errors.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

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

ATTACHMENTS:

[Council Requested Changes-Highlighted](#)
[04-01-2025 Staff Report Chapter Four Animal Ordinance](#)
[Duncanville-Ordinance for Animal Control- 4919-0031-2833 v.2](#)

Sec. 4-1. Statement of purpose.

It is the purpose of this chapter to promote and ensure the protection of public health, safety, and general welfare by controlling animal populations and related diseases through the enforcement of state and local laws. Provisions of this chapter are designed to:

- (1) Provide for the capture and housing of animals found at large or abandoned.
- (2) Control rabies by requiring vaccinations and investigating bite incidents.
- (3) Minimize public nuisances caused by the animal population found within the city limits.
- (4) Protect the public and emergency service personnel from dangerous or vicious animals.
- (5) Maintain and promote an adoption program.

(Ord. No. 1576, § 1, 7-20-99)

Secs. 4-2—4-9. Reserved.

ARTICLE II. ANIMAL CONTROL

Sec. 4-10. Definitions.

When used in this article the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

Animal: Shall mean a warm-blooded animal, any living creature, including, but not limited to: dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

Backyard Chickens Fowl: ~~or chicken shall mean Gallus-gallus-domesticus chickens, hens, and roosters and does not include other fowl, such as, but not limited to, peacocks, roosters, turkeys, or waterfowl.~~

Cat: Shall mean any live or dead cat (Felis Catus), excluding hybrids.

Chicken coop: shall mean a covered, predator-resistant chicken house that is designed to be easily accessed, cleaned, and maintained, and meets all the specifications for a shelter, animal housing enclosure, and any other applicable requirements of this chapter.

<https://www.chickenfans.com/chicken-coop-size-calculator/>

~~*Dangerous dog*: A dog that is a vicious animal as defined herein.~~

~~*Dangerous wild animal*: Shall mean any one of the following or a hybrid of any of the following: lion, tiger, ocelot, cougar, leopard, cheetah, jaguar, bobcat, lynx, serval, caracal, hyena, bear, coyote, jackal, baboon, chimpanzee, orangutan, and gorilla.~~

Dog: Shall mean any domesticated animal that is a member of the canine family.

Exercise yard: ~~shall carry the same meaning as "chicken run" and shall mean an uncovered or covered enclosure attached to a chicken coop that provides exercise for backyard fowl and is constructed to prevent the backyard fowl from escaping such enclosure and offers protection from predators (backyard can be considered an exercise yard).~~

Humanely euthanized: Shall mean to cause the death of an animal by a method which:

- (1) Rapidly produces unconsciousness and death without visible evidence of pain or distress, or
- (2) Utilizes anesthesia produced by an agent which causes painless loss of consciousness, and death following such loss of consciousness.

Hybrid: Shall mean any offspring of two wild animals of different species or the offspring of wild animals bred with domesticated dogs or cats.

Inhabited Dwelling: (for this section) shall mean a structure or part of a structure used as a home, residence or sleeping place by a person maintaining a household or by two or more persons maintaining a common household, but does not include outbuildings, yard areas or other land associated with the structure.

Livestock: Shall mean horses, mules, cows, hogs, pigs, potbellied pigs, goats, and sheep of any and all kinds and shall include both the male and female gender of such animals.

Livestock: shall mean or includes domesticated animals typically kept to provide food or fiber or perform work, whether or not they actually provide these functions, including but not limited to, regardless of age, sex, or breed: horses, consisting of all equine species including ponies, mules, donkeys, jackasses, and burros; cattle, consisting of all bovine species; sheep, consisting of all ovine species; llamas and alpacas; goats, consisting of all caprine species; rabbits kept primarily outdoors or raised as a food or fiber source; chickens, ducks, and other fowl; and pigs or hogs, consisting of all swine species.

Local health animal authority: The chief of police is designated as the local health animal authority and has authority to appoint representatives to enforce the provisions of this article, to receive reports of animal bites, investigate animal bites, ensure quarantine or possibly rabid animals and otherwise carry out provisions of the Texas law pertaining to control and eradication of rabies.

Owner: Shall mean any person, firm or corporation having title to any animal, or a person who has, harbors or keeps, or causes or permits to be harbored or kept, an animal in his care, or who permits an animal to remain on or about his premises.

Person: Shall mean any individual, firm, association, partnership, or corporation.

Representative of local health animal authority: Shall mean and include any peace officer or animal control officer of the city.

Roosting space: shall mean a perching area made of non-metallic material that is elevated above the floor level of the nesting box(es), located so that all housed backyard hens fowl can sit, stand up, and turn around without coming into contact with a wall, the ceiling, or a perch above it, and staggered so that no roosting space is directly above or below it (see 4.20a (e) for dimensions).

Running at large: Shall mean not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property. An animal within an automobile or other vehicle shall not be deemed "running at large."

Secure enclosure (Dogs): Shall mean a fenced area or structure that is:

- (1) locked;
- (2) capable of preventing the entry of the general public, including children;
- (3) capable of preventing the escape or release of a dog; and
- (4) clearly marked as containing vicious dangerous dog; and
- (5) in conformance with the requirements for enclosures established by the local health animal authority.

Secure enclosure (Livestock):

- (1) Capable of preventing the entry of the general public, including children;
- (2) Capable of preventing the escape or release of the livestock.

- (3) Has an attached, secured roof and, at minimum (3) sides to protect the livestock from weather and to provide shelter and protection from heat, cold, and other environmental conditions and must be adequately ventilated.
- (4) Must have bedding material and large enough so that the livestock can enter, stand, turn around, and lie down but small enough to prevent the loss of body heat during cold weather.
- (5) Is located a minimum of five (5) feet from any fence line or wall that abuts private property or a public area, and;
- (6) Complies with all additional requirements as established and provided in writing to the owner by the local health animal authority.

Serious bodily injury: Shall mean an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

~~*Shelter:* means a structure that is capable of adequately providing cover and protection from heat, cold, and other environmental conditions. At a minimum, a shelter must have three (3) sides, a top, and a bottom and must be adequately ventilated. It must have bedding material. It must be large enough so that the animal can enter, stand, turn around, and lie down, but small enough to prevent the loss of body heat during cold weather.~~

Stray animal: Shall mean any animal for which there is no identifiable owner or harbinger.

Tether: Shall mean to chain, tie, fasten, or otherwise secure an animal to a fixed point so that it can move or range only within certain limits.

~~*Unprovoked:* shall mean that the animal was not hit, kicked, pulled, struck, pinched, poked, prodded, shocked, or squeezed by a person with an object or part of the person's body, or otherwise teased or tormented in any manner.~~

Vaccination: Shall mean an injection with United States Department of Agriculture approved rabies vaccine administered every 12 calendar months by a licensed veterinarian.

Veterinarian: Shall mean a veterinarian licensed to practice veterinary medicine.

Vicious animal: Shall mean any individual animal, including a dog, that:

- (1) Makes an unprovoked attack on a person that causes bodily injury in a place other than an enclosure in which such animal was being kept and that was reasonably certain to prevent such animal from leaving the ~~secure~~ enclosure on its own; or
- (2) Commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that such animal will attack and cause bodily injury to that person; or
- (3) An animal that is at large and commits an unprovoked attack on a domestic animal that causes the death of the attacked animal; or
- (4) An animal that is at large and commits an unprovoked attack on a domestic animal that causes serious bodily injury to the attacked animal and the attacking animal has already committed at least one unprovoked attack on a previous occasion against a human being or domestic animal.

Wild animals: Shall include all types of animals which commonly exist in a natural unconfined state and are usually not domesticated. This shall apply regardless of the state or duration of captivity. Such animal shall include, but are not limited to: lion, tiger, ocelot, cougar, leopard, cheetah, jaguar, bobcat, lynx, serval, caracal, hyena, bear, coyote, jackal, baboon, monkeys, chimpanzee, orangutan, gorilla, skunks, raccoons, bats, weasels, squirrels,

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opossums, lesser pandas, binturongs, wolves, hybrids of wolves and canines, elephants, rhinoceroses, foxes, alligators, crocodiles, ostriches, emus, prairie dogs, boas, pythons, anaconda, and all forms of poisonous or constricting reptiles.

(Ord. No. 1719, § 1, 6-5-01; Ord. No. 1757, § 1, 10-2-01; Ord. No. 2036, § 1, 9-18-07)

Editor's note(s)—Ord. No. 892, § 1, enacted Nov. 15, 1982, amended art. II, to read as set out in §§ 4-10—4-15 and 4-17—4-26. Section 2 of said ordinance has been codified as § 4-27 at the discretion of the editors. Prior to amendment art. II, §§ 4-10—4-18, pertained to livestock and was derived from Ord. No. 332, §§ 1—4, 6, 7 adopted Dec. 11, 1964. Former arts. III and IV, pertaining to dogs and cats, have been superseded by Ord. No. 892. Art. III was derived from Ord. No. 197, §§ 1—10, adopted May 5, 1960; Ord. No. 471, §§ 1, 2, adopted May 25, 1970; Ord. No. 623, § 1, adopted Mar. 4, 1975; Ord. No. 629, § 1, adopted June 16, 1975; Ord. No. 714, §§ 1—4, adopted May 1, 1978; and Ord. No. 715, § 1, adopted May 1, 1978. Art. IV was derived from Ord. No. 669, § 1, adopted Sept. 7, 1976.

Cross reference(s)—Rules of construction generally, § 1-3.

Sec. 4-11. Enforcement.

- (a) Enforcement of this article shall be the responsibility of the local **health animal** authority, any peace officer, or any animal control officer.
- (b) The local **health animal** authority, any peace officer or any animal control officer shall have the authority to issue citations for any violation of this article.
- (c) If the person to be cited is not present, the local **health animal** authority, any peace officer or any animal control officer may send the citation to the alleged offender by registered or certified mail.
- (d) It shall be unlawful for any person to interfere with the local **health animal** authority, or animal control officer in the performance of his duties.
- (e) The local **health animal** authority, any peace officer or any animal control officer shall have the authority to humanely euthanize or destroy any animal in accordance with the provisions of this article.
- (f) The animal control officer or any peace officer shall have the authority to use a tranquilizer gun in the lawful discharge of his duties.
- (g) **Each twenty-four (24) hour period of violation, and each separate animal or condition in violation of any provision of this chapter, shall constitute a separate offense.**
- ~~(g)~~(h) The provisions of this article shall not apply, and it shall be a defense to the requirements set forth herein, if the animal is a dog owned or used by and under the supervision of a law enforcement agency or peace officer.

(Ord. No. 1916, § 1, 1-18-04)

Sec. 4-12a. Running at large.

- (a) It shall be unlawful for an owner or person who possesses, keeps, or harbors any dog or other animal other than a cat, to fail to keep such dog or animal from running at large, as defined herein, within the limits of the city. Proof of a culpable mental state is not required for conviction of an offense under this section. It is the intent of the city to dispense with the requirement of any culpable mental state in prosecutions filed hereunder.
- (b) The local **health animal** authority is authorized to impound such animals running at large.

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- (c) ~~The use of a tether that is attached to a line between two points and is positioned in such a manner as to prevent the animal from becoming entangled with any obstruction, from partially or totally jumping any fence, or leaving any part of its owner's property, and that is secured to the animal using a properly fitted collar or harness shall be the only permissible means to tether the animal if said use does not otherwise violate this section.~~
 - (d) ~~It shall be unlawful for any person to tie or tether a dog or other animal to a stationary object for a period of time or in a location so as to create an unhealthy situation for the animal or potentially dangerous situation for a pedestrian as determined by the animal control officer. The term "unhealthy situation" shall include, but not be limited to the following:~~
 - (1) ~~To tether any animal in such a manner as to permit the animal access upon any public right-of-way;~~
 - (2) ~~To tether any animal in such a manner as to cause the animal injury or pain or not to permit the animal to reach shelter, food and/or water;~~
 - (3) ~~To tether any animal in such a manner as to permit the animal to leave the owner's property;~~
 - (4) ~~To use choke-type collars to tether any animal.~~
 - (e) ~~It shall be unlawful to tether any animal in the front yard. On corner lots, both sides shall be considered a front yard.~~

(Ord. No. 1719, § 2, 6-5-01)

Sec. 4-12b. TETHERING ANIMALS

- (a) A person commits an offense if he tethers an animal to a stationary object for any length of time except as allowed by subsections (b) and (c) of this section.
- (b) Restraint on the owner's property or for a lawful animal event, veterinary treatment, grooming, training, law enforcement activity, or when needed to protect the safety or welfare of a person or animal, shall be allowed provided that all of the following conditions are met:
 - 1) The animal's owner maintains continuous, direct physical control of the animal throughout the period of restraint;
 - 2) The tether is attached to a properly fitting collar or harness and is not wrapped around the animal's neck. Choke or prong-type collars are prohibited;
 - 3) The tether is designed and placed in a manner to prevent entanglement or injury; and
 - 4) The tether does not allow the animal to move outside the person's property or come within ten (10) feet of public property if tethered outside a fenced area.
- (c) A "skyline" type aerial trolley consisting of a line that is strung between two (2) fixed points that are at least twenty (20) feet apart with a down line that is at least five (5) feet in length is allowed as long as the requirements of subsections 4-12b (b)(2), (b)(3), and (b)(4) are met and the animal is enclosed behind a fence of adequate size and strength capable of preventing the general public, including children, and other animals from entering the area.

Sec. 4-13. Animal vaccination.

- (a) *Required.* Every owner of a dog or cat four months of age or older shall have such animal vaccinated against rabies as required by Sub. C, Sec. 826.021 (a) of the Texas Health and Safety Code. All dogs or cats vaccinated at four months of age or older shall be revaccinated at one year of age and every third anniversary date

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thereafter. Any person moving into the city from a location outside of the city, and who has not had such an animal vaccinated within three years, shall comply with this article within ten days after having moved into the city. If the dog or cat has inflicted a bite on any person, or another animal, within the last ten days, the owner of said dog or cat shall report such fact to a veterinarian and no rabies vaccine shall be administered until after a ten-day observation period.

- (b) *Certificate of vaccination.* Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat, as evidence thereof, a certificate upon a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy. Such certificate shall contain the following information:
 - 1) The name, address, and telephone number of the owner of the vaccinated dog or cat.
 - 2) The date of the vaccination.
 - 3) The type of rabies vaccine used.
 - 4) The year and number of rabies tags.
 - 5) The breed, age, color and sex of the vaccinated dog or cat.
- (c) *(Reserved).*
- (d) *(Reserved).*
- (e) *Proof.* It shall be unlawful for any person who owns or harbors a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this article.
- (f) *Harboring unvaccinated animals.* It shall be unlawful for any person to harbor any dog, cat or any other animal which has not been vaccinated against rabies, as provided herein, or which cannot be identified as having a current vaccination certificate.
- (g) *Animals exposed to rabies.* Any person having knowledge of the existence of any animal known to have been or reasonably believed to have been exposed to rabies must immediately report such knowledge to the local **health animal** authority or animal control or peace officer, giving any information which may be required. For any animal known to have been or reasonably believed to have been exposed to rabies, the following is required:
 - 1) Animals having current vaccination must be revaccinated immediately and confined according to the method prescribed by the local **health animal** authority for a period of less than 90 days.
 - 2) Animals not having a current vaccination should be humanely euthanized. However, if the owner of such animal elects, he may, at his expense and in a manner prescribed by the local **health animal** authority, confine said animal. Such animal must be vaccinated immediately following exposure and quarantined for not less than six months. A revaccination shall be done one month prior to release from quarantine.
 - 3) Animals may be humanely euthanized.

(Ord. No. 2036, § 1, 9-18-07)

Sec. 4-14. Reporting animal bites.

- (a) Any person having knowledge of any animal bite or scratch to a human that the person could reasonable foresee as capable of transmitting rabies or of an animal that the person suspects is rabid shall report the incident or animal to the local **health animal** authority. The report shall include the name and address of any victim and of the owner of the animal, if known, and any other data which may aid in the locating of the victim or the animal.

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- (b) The owner of an animal that is reported to be rabid or reported to have been exposed to rabies or that the owner knows or reasonably believes to be rabid or to have been exposed to rabies shall submit the animal for quarantine to the local **health animal** authority prescribed in section 4-15.
- (c) The incident and animal shall be reported to the local **health animal** authority, as soon as possible, but no later than 24 hours from the time of the incident.
- (d) The local **health animal** authority will investigate each bite incident, utilizing standardized reporting forms provided by the Texas Department of Health.

Sec. 4-15. Animal quarantine.

- (a) When a dog or cat has bitten, or scratched a human, or when the local **health animal** authority has probable cause to believe an animal is rabid, the owner of such animal shall produce the animal for ten days' confinement at the owner's expense. Refusal to produce said dog, cat or other animal constitutes a separate violation. The ten-day observation period will begin on the day of the bite incident. The animal must be placed in the animal control facilities specified for this purpose, or any other facilities meeting the state requirements, or a facility as designated by the city manager.

However, the owner of the animal may request permission from the local **health animal** authority for home quarantine if the following criteria can be met:

- 1) Secure facilities must be available at the home of the animal's owner and must be approved by the local **health animal** authority.
- 2) The animal was currently vaccinated against rabies **at the time of the incident.**
- 3) The local **health animal** authority or a licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the local **health animal** authority must be notified by the person having possession of the animal. At the end of the observation period, the release from quarantine must be accomplished in writing.
- 4) The animal was not running at large at the time of the bite.
- (b) If the animal cannot be maintained in a secured quarantine, it shall be humanely destroyed, and the brain submitted to a Texas Department of Health certified laboratory for rabies diagnosis.
- (c) It shall be unlawful for any person to interrupt the ten-day observation period.
- (d) No wild animal will be placed in quarantine. All wild animals involved in biting incidents will be humanely euthanized in such **a** manner that the brain **is** not mutilated. The brain shall be submitted to a Texas Department of Health certified laboratory for rabies diagnosis.
- (e) The owner of an animal that is quarantined under this article shall pay to the local **health animal** authority the reasonable costs of the quarantine, care, treatment and disposition of the animal, and the local **health animal** authority may sell and retain proceeds to keep, grant or destroy the animal that the owner or custodian does not take possession of on or before the third day following the final day of quarantine.

Sec. 4-17. Animal nuisance.

The following are deemed public nuisances and are hereby declared to be unlawful:

- (a) The keeping of any animal which causes loud and unusual or frequent barking, howling or other noise that disturbs the peace and quiet of any person of ordinary sensibility.
- (b) **Any dog or cat that is impounded two (2) or more times in a calendar year may be declared a nuisance.**

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- (c) The keeping of any animal in such a manner as to endanger the public health; to annoy neighbors by the accumulation of animal wastes which cause foul and offensive odors or is considered to be a hazard to any other animal or human being.
 - (d) The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger personal health and welfare or the keeping of any animal in such a manner to deny the lawful use of adjacent property, public property, or to endanger personal health and welfare.
 - (e) Any animal pens, stables or enclosures and property not kept free from carrion or any putrescible material.
 - (f) It shall be unlawful and an offense for any person controlling to permit, either willfully or through failure to exercise due care or control, any dog or animal to defecate upon any private property other than the premises of the owner, handler or controller of such animal. It shall also be unlawful and an offense for any person to fail to promptly remove and dispose of, in a sanitary manner, feces left by a dog or cat or other animal being handled or controlled by that person upon any property other than the premises of the owner, handler or controller of such animal.
 - (g) Any house, building, business, lot, yard, pen, enclosure or ground in which an animal is kept that is unsanitary or offensive to a person of ordinary sensibility residing in the vicinity thereof, or to the public at large.

With the exception of subsections (a) and (e) above, the ~~local health animal authority~~ shall make such determination of public nuisance and shall give notice to the owner to abate such condition. In the event such condition is not abated within ~~ten days~~ fifteen days of such notice, a certified letter, return receipt requested, to the owner shown on the city tax rolls at the address of such nuisance, shall be sent and constitute proper notice. ~~The notice will provide the owner or person in control with a warning stating pending consequences should the public nuisance not be abated within the fifteen days, to include any of the following: impoundment, temporary or permanent removal from the city limits. The owner's inability to abate the nuisance will serve as proof of the ongoing public nuisance. However, during the fifteen days the owner or person in control may appeal the determination of the local animal authority to the municipal court. If the municipal court judge finds that the animal is a continuing nuisance, the judge may uphold the local animal authority's decision and/ or make their own final decision, to include but not limited to any of the following: citation, impoundment, temporary or permanent removal from the city limits or prohibit ownership.~~

~~If the owner or person in control of the animal deemed a public nuisance appeals to the municipal court, they will have 48 hours to comply with any ruling after the fifteen days have expired.~~

Sec. 4-18. Seizure of an animal which caused death of or serious bodily injury to a person.

- (a) A justice court, county court, or municipal court shall order the ~~local health animal authority~~ to seize an animal and shall issue a warrant authorizing the seizure:
 - (1) On the sworn complaint of any person, including the county attorney, the city attorney, or a peace officer, that the animal has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person; and
 - (2) On a showing of probable cause to believe that the animal caused the death of or serious bodily injury to the person as stated in the complaint.
- (b) The ~~local health animal authority animal control authority~~ shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions until the court orders the disposition of the animal.
- (c) *Hearing.*

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- (1) The court shall set a time for a hearing to determine whether the animal caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person. The hearing must be held not later than the tenth day after the date on which the warrant is issued.
 - (2) The court shall give written notice of the time and place of the hearing to:
 - a. The owner of the animal or the person from whom the animal was seized; and
 - b. The person who made the complaint.
 - (3) Any interested party, including the county attorney or city attorney, is entitled to present evidence at the hearing.
 - (4) The court shall order the animal destroyed if the court finds that the animal caused the death of a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:
 - a. Its owner;
 - b. The person from whom the animal was seized; or
 - c. Any other person authorized to take possession of the animal.
 - (5) The court may order the animal destroyed if the court finds that the animal caused serious bodily injury to a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:
 - a. Its owner;
 - b. The person from whom the animal was seized; or
 - c. Any other person authorized to take possession of the animal.
 - (6) The court may not order the animal destroyed if the court finds that the animal caused the serious bodily injury to a person by attacking, biting, or mauling the person and:
 - a. The animal was being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and:
 - 1. The enclosure was reasonably certain to prevent the animal from leaving the enclosure on its own and provided notice of the presence of an animal; and
 - 2. The injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred;
 - b. The animal was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;
 - c. The attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the animal for law enforcement purposes;
 - d. The animal was defending a person from an assault or person's property from damage or theft by the injured person; or
 - e. The injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering.
- (d) *Destruction of animal.* The destruction of an animal under this subchapter must be performed by:

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- (1) A licensed veterinarian;
 - (2) Personnel of a recognized animal shelter or humane society who are trained in the humane destruction of animals; or
 - (3) Personnel of a governmental agency responsible for animal control who are trained in the humane destruction of animals.
- (e) *Provocation or location of attack irrelevant.* Except as provided by subsection (c)(6), this subsection applies to any animal that causes a person's death or serious bodily injury by attacking, biting, or mauling the person, regardless of whether the animal was provoked and regardless of where the incident resulting in the person's death or serious bodily injury occurred.

(Ord. No. 2036, § 1, 9-18-07)

Editor's note(s)—Ord. No. 2036, § 1, adopted Sept. 18, 2007 amended § 4-18 which pertained to vicious animals and derived from Ord. No. 1840, § 1, adopted June 17, 2003.

Sec. 4-18a. Vicious animals.

- (a) *Reporting of incident to municipal court.*
- (1) A person may report an incident described by section 4-10, "Vicious animal," to the city municipal court. The owner of the dog shall deliver the dog to a **representative of the local health animal authority** not later than the fifth day after the date on which the owner receives notice that the report has been filed. The **local health animal authority** may provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.
 - (2) If the owner fails to deliver the dog as required by subsection (b) [(c)(1)], the court shall order the **local health animal authority** to seize the dog and shall issue a warrant authorizing the seizure. The local health authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog. The owner shall pay any cost incurred in seizing the dog.
 - (3) The court shall determine, after notice and hearing as provided in section 4-18(c), whether the dog is a vicious animal.
 - (4) The court, after determining that the dog is a vicious animal, may order the **local health animal authority** to continue to impound the vicious animal in secure and humane conditions until the court orders disposition of the dog under subsection (a) and the dog is returned to the owner or destroyed.
 - (5) The owner shall pay a cost or fee assessed under subsection (c)(4).
- (b) *Determination that animal is vicious.*
- (1) If a person reports an incident described by this article, the **local health animal authority** may investigate the incident. If, after receiving the sworn statements of any witnesses, the **local health animal authority** determines the animal is a vicious animal, it shall notify the owner of that fact.
 - (2) An owner, not later than the 15th day after the date the owner is notified that an animal owned by the owner is a vicious animal, may appeal the determination of the **local health animal authority** to a justice, county, or municipal court of competent jurisdiction. ~~An owner may appeal the decision of the justice, county, or municipal court in the same manner as appeal for other cases from the justice, county, or municipal court.~~
 - (3) **To file an appeal under Subsection (2), the owner must:**

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- a. file a notice of appeal of the local health animal authority's vicious animal determination with the court;
- b. attach a copy of the determination from the local health animal authority; and
- c. service a copy of the notice of appeal on the local health animal authority by mailing the notice through the United States Postal Service.

(c) *Requirements for owner of vicious animal.*

- (1) Not later than the 30th day after a person learns that the person is the owner of a vicious animal, the person shall:
 - a. Register the vicious animal with the local health animal authority for the city in which the animal is kept;
 - b. Restrain the vicious animal at all times on a leash in the immediate control of a person or in a secure enclosure;
 - c. Obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000.00 to cover damages resulting from an attack by the vicious animal causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to include the name, address, and phone number of the insurance company, to the local health animal authority for the area in which the dog is kept; and

City	Insurance
Duncanville	\$100K
Cleburne	\$250k
Plano	\$250k
Weatherford	\$100k
Cedar Hill	\$100k
Lancaster	\$100k
Midlothian	\$100k

- d. Comply with the following regulations:
 1. That the animal shall be kept in a locked and secured enclosure; and
 2. That the owner posts a conspicuous notice that a vicious animal is located on the premises.
- (2) The owner of a vicious animal who does not comply with subsection (a) shall deliver the animal to a representative of the local health animal authority not later than the 30th day after the owner learns that the animal is vicious.
- (3) If, on application of any person, a justice court, county court, or municipal court finds, after notice and hearing as provided by section 4-18(c), that the owner of a vicious animal has failed to comply with subsection (1) or (2), the court shall order the local health animal authority to seize the animal and shall issue a warrant authorizing the seizure. The authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions.

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- (4) The owner shall pay any cost or fee assessed by the municipality or county related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the municipality may prescribe by resolution the amount of the fees.
 - (5) The court shall order the local ~~health~~ animal authority to humanely destroy the animal if the owner has not complied with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the local ~~health~~ animal authority. The court shall order the local ~~health~~ animal authority to return the animal to the owner if the owner complies with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the local ~~health~~ animal authority.
 - (6) The court may order the humane destruction of a dog if the owner of the animal has not been located before the 15th day after the seizure and impoundment of the animal.
 - (7) For purposes of this section, a person learns that the person is the owner of a vicious animal when:
 - a. The owner knows of an attack described in this article;
 - b. The owner receives notice that a justice court, county court, or municipal court has found that the animal is a vicious animal under section 4-18A; or
 - c. The owner is informed by the local ~~health~~ animal authority that the animal is a vicious animal under this article.

(Ord. No. 2036, § 1, 9-18-07; Ord. No. 2234, § 1, 1-6-15)

Sec. 4-18B. Transferring ownership of a registered vicious animals.

- (a) Prior to relocating, transferring ownership, offering to transfer ownership, or otherwise moving or offering to move in any way a registered vicious animal, either inside or outside the city limits, the owner shall notify the local ~~health~~ animal authority in writing of his intention. If ownership is to be transferred, the notification shall include the name and address of the proposed new owner of the animal.
- (b) If ownership of the animal is being transferred to a person who resides within the city limits of Duncanville, the new owner will be required to provide proof to the local ~~health~~ animal authority of complying with all provisions of this chapter before the animal can be moved from the previous owner's custody.
- (c) If the animal is being moved outside the city limits, the owner must provide, in writing to the local ~~health~~ animal authority, proof that the new owner has alerted the agency responsible for animal services in that area.
- (d) A person commits an offense if he fails to comply with the requirements of Section 4-18C.

Sec 4-18C. Violations of conditions by the owner of a registered vicious ~~dangerous~~-animal.

In the event that any owner of a registered vicious animal violates any provision of this chapter, court order, or lawful order of the local ~~health~~ animal authority, the animal may be immediately seized and impounded by a representative of the local ~~health~~ animal authority.

The registered vicious ~~dangerous~~ animal shall be seized immediately if the animal bites, injures, or attacks a human being or another animal.

If the seizure or impoundment of a vicious ~~dangerous~~ animal for violating any provision of this chapter cannot be made with safety, and the vicious ~~dangerous~~ animal is putting people or other animals at risk of being attacked, the animal may be destroyed without prior notice to the owner.

It is an exception to the seizure of the animal under this section if the person attacked or injured was at the time committing a willful trespass, crime, or other tort upon the premises occupied by the owner of the animal.

It is an exception to the seizure of the animal under this section if the animal which was injured was inside the secure enclosure area maintained by the owner of the registered vicious ~~dangerous~~ animal.

Sec. 4-19. Prohibited animals. (see HSC 822.104 on what the application must have for the special-use wild animal permit issuance)

- (a) It shall be unlawful for any person to keep or harbor any ~~dangerous~~ wild animal within the city without first obtaining a permit. It shall be unlawful for any person to keep or harbor a wild animal within the city, except as authorized below.
- (b) A ~~special-use wild animal permit~~ for the keeping or harboring of wild animals may be obtained from a duly appointed representative of the local ~~health animal~~ authority for the following exceptions:
 - (1) Animals being kept in a public zoo.
 - (2) Wild animals being kept for the purpose of scientific research or public or private primary or secondary schools.
 - (3) Wild animals performing in an animal exhibition, rodeo, or circus, of which the animal is an integral part, if the animal is restrained from inflicting injury upon persons, property, or other animals and adequate provisions are made for the care and protection of the animal.
 - (4) Wild animals being kept as a pet provided the animal is not generally considered by the representative of the local ~~health animal~~ authority to be dangerous or predatory and does not pose a threat to the general public or emergency service personnel.
- ~~(c) It shall be unlawful for any person to exhibit, possess or harbor a wild animal within the city in the manner referred to herein without first obtaining a permit.~~
- (c) *Permit.* A permit, as authorized in this section, shall be issued by the local ~~health animal authority only after the local health authority approves such a permit.~~
- (d) *Fee for permit.* The fee for a permit as authorized herein shall be determined by resolution of the city council, and the permit shall be valid for a designated period of time as established by the local ~~health animal~~ authority. Prior to the renewal of any permit, the local ~~health animal~~ authority or his ~~designee~~ shall review such application and make a decision regarding the approval thereof. In the event the application for a permit is denied ~~or granted~~ by the local ~~health animal~~ authority, an appeal may be taken as provided in this article ~~by any person aggrieved by the decision of the local health authority; by the applicant.~~
- ~~(e) It shall be unlawful to release or allow to run at large any wild animal. It will be unlawful for a permitted wild animal to run at large.~~
- (f) Subsections (a) through (d) inclusive of section 4-19 shall not apply to a person, firm or corporation engaged in the commercial business of selling wild animals, as defined by the subsections of 4-19.
 - ~~(1) A person who sells in the city a wild animal a wild animal in the city is defined in this chapter shall:~~

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- a. Obtain a wild animal permit for each species being sold (not each individual animal) through the local ~~health animal~~ authority. If the permit is denied, the seller may appeal to the ~~Zoning Board of Adjustment city council for approval~~ as provided herein (~~Sec.4-28~~).
 - b. Receive all wild animal permits before animals can be kept on premises of the seller.
 - c. Notify the purchaser in writing that it is necessary to obtain a wild animal permit from the city in order to keep such wild animal within the limits of the city.
 - d. Permit. A permit, as authorized in this section, shall be issued by ~~the local health animal authority or designee the city secretary only after the local health authority approves such permit.~~
 - e. Fee for permit. The fee for a permit as authorized herein shall be determined by resolution of the city council, and the permit shall be valid for a designated period of time as established by the local ~~health animal~~ authority but shall not be valid for more than one year. Prior to the renewal of any permit, the local ~~health animal~~ authority or designee shall review such application and make a decision regarding the approval thereof. If the renewal of the permit is denied ~~or granted~~ by the local ~~health animal~~ authority, an appeal may be taken as provided in this article by ~~any person aggrieved by the decision of the local health authority~~ the applicant.
 - (g) Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least one hundred thousand dollars (\$100,000.00) to cover damages resulting from an attack by the wild ~~dangerous~~ animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file by the local ~~health animal~~ authority.

(Ord. No. 1576, § 3, 7-20-99; Ord. No. 1757, § 2, 10-2-01; Ord. No. 2026, §§ 1, 2, 5-15-07)

Sec. 4-20. Keeping ~~hens~~ backyard fowl and rabbits.

Fowl and rabbits shall be kept in a secure pen or enclosure that is at least 30 feet from any inhabited dwelling, other than that of the owner, and such enclosure shall be of such construction and strength to keep said animals from running at large.

Number of ~~hens~~ fowl	Minimum Acreage	Distance From Adjacent ~~Residential Inhabited~~ Dwellings	Distance From Property Line
Up to 8 ~~6 or less~~	1/4	50 ft.	10 ft.
Up to 12 ~~7-40~~	1/2	70 ft.	15 ft.
Up to 20 ~~11-20~~	1	80 ft.	20 ft.
21 - 60	2	90 ft.	25 ft.
61 or more	3	150 ft.	50 ft.

Sec. 4-20a. Keeping of backyard ~~hens~~ fowl.

- (a) An individual property with one (1) legal dwelling unit, not including dwelling units that are backyard cottages or accessory dwelling units, may keep backyard ~~hens~~ fowl subject to the following requirements and all other applicable provisions of this chapter. The keeping of ~~roosters~~ or any other fowl or poultry, not defined by this chapter as backyard fowl is prohibited; ~~only chicken-hens shall be permitted~~; and all references herein this section to poultry or chickens shall mean ~~chicken-hens~~ backyard fowl as defined in this chapter ~~only~~.
- (b) A person desiring to keep poultry pursuant to this section must first apply for a backyard ~~hen~~ fowl permit from the local ~~health~~ animal authority. In addition to paying a non-refundable application fee (if a fee is required) in an amount established from time to time by resolution of the city council at the time of filing, The applicant shall also:
 - 1) Submit a complete permit application on a form provided by the Police Department;
 - 2) Provide floorplans and side elevations for the proposed animal housing enclosure or if a commercially available coop is acquired, the manufacturer, model, and size of the coop;
 - 3) Provide a site drawing showing the proposed location for the animal housing enclosure that includes all property lines, building lines, setbacks, and other structures located on the property (site drawing does not have to be professionally engineered);
 - 4) Provide written, notarized authorization from the property owner allowing backyard ~~hens~~ fowl if the applicant is a person other than the owner of the property on which the backyard ~~hen(s)~~ fowl will be kept; and
 - 5) Provide ~~one-time-proof-of-completion-of-an-educational-course~~ approved a signature, as proof, acknowledging receipt of education material provided by the police department on backyard fowl care and sanitation. ~~Please check our website for this information (Pets & Animals).~~

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- (c) Prior to the issuance of a backyard ~~hen~~ fowl permit, a site inspection shall be conducted to verify compliance with the requirements of this section. Applicants who provide proof of having a current backyard ~~hen~~ fowl permit, who have not obtained additional animals since their last inspection and have had no verified complaints and/or enforcement actions for violating this chapter during the preceding twelve (12) months, may be issued a permit without inspection. The department may require an inspection during reasonable hours at the department's discretion regardless of the applicant's history.
 - (d) All backyard ~~hen~~ fowl permits issued under this section shall be valid for one (1) year from the date of issuance. No more than one (1) backyard ~~hen~~ fowl permit may be issued for any individual property, tract or residential lot. The permit is nontransferable and shall be valid only for the applicant and location for which it was originally issued. In the event the permit holder no longer resides at the property for which the permit was issued or ceases to harbor or keep backyard ~~hens~~ fowl on the property, the permit terminates without refund.
 - (e) A person commits an offense if he fails to comply with any of the following restrictions:
 - 1) Backyard ~~hens~~(s) fowl shall be kept within a secure animal housing enclosure that is constructed and maintained in compliance with all requirements of this chapter, all requirements for accessory buildings, whether or not such permit is required, and be located behind a fence ~~that is at least six (6) feet in height~~. Backyard ~~hens~~ fowl shall be kept at all times within the secure animal housing enclosure except:
 - a. When being removed to be transported to, or returned from, a location off of the property;
 - b. During daylight hours when they are under the direct supervision of an adult, backyard ~~hens~~ fowl may roam in a yard provided that it is enclosed by a perimeter fence ~~not less than six (6) feet in height; or~~
 - c. When being temporarily confined in a garage or indoor space during periods of extreme cold or brooding.
 - 2) Coops must provide no less than four (4) square feet of area per backyard ~~hen~~ fowl and the exercise yard must provide no less than eight (8) square feet of area per backyard ~~hen~~ fowl.
 - 3) Coops shall have a minimum of ten (10) inches of roosting space for each backyard ~~hen~~ fowl kept;
 - 4) There shall be at least one (1) nesting box for every four (4) hens kept;
 - 5) Hay, grain, feed, and all other food sources must be stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects;
 - 6) Manure and soiled bedding material must be immediately disposed of, properly composted, or stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects at least once every 48 hours;
 - 7) Food scraps, kitchen scraps, or other perishable food items cannot be fed on the ground or in any container other than an impervious container or on an impervious platform;
 - 8) ~~Any-~~ No backyard ~~hen~~ fowl, eggs, manure, meat, or any other fowl byproducts shall ~~not~~ be sold commercially (e.g., to third parties at a retail, wholesale level, or online) from the property; and byproducts, ~~including but not limited to eggs, meat, or manure, may not be sold or offered to be sold under the direction of, or with the consent of, a backyard hen permit holder except for the sale of backyard hen byproducts in accordance with all applicable federal, state, and local regulations; and~~
 - 9) All backyard ~~hens~~ fowl must have their wings properly clipped and maintained so as to prevent them from flying over the fence.
 - (f) A person commits an offense if the person is a holder of a backyard ~~hen~~ fowl permit and he refuses, upon request by a representative of the local ~~health~~ animal authority during reasonable hours, to make his animals, premises, facilities, equipment, and any necessary registrations or permits, available for inspection.

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- (g) A person commits an offense if the person is a holder of a backyard ~~hen~~ fowl permit, and he refuses to show his permit upon request by a representative of the local ~~health~~ animal authority.
- (h) A person commits an offense if he harbors backyard ~~hen~~ fowl without first obtaining a valid backyard ~~hen~~ fowl permit.
- (i) This section shall not supersede, replace, or have control over any recorded deed restrictions, covenants, homeowner association rules, or other applicable restrictions that prohibit the keeping of ~~fowl or~~ backyard ~~hen~~ fowl on such property.
- ~~(j) Backyard hens or eggs shall not be sold from the property.~~

Sec. 4-21. Livestock.

- (a) It shall be unlawful for any person to keep on any premises under his control within the city limits, any livestock in such a manner that the same shall be located closer than 75 feet distance from any person's property, other than his own.
 - 1) Upon initial application or renewal, the owner is required to schedule an inspection of the property with the animal services department within 30 days.
 - 2) If upon completion of the inspection, the premises are found to be in violation of one or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a re-inspection date for violation to be corrected.
 - 3) Upon receiving the application, the local ~~health~~ animal authority shall send a notice to all property owners within 75 feet of the applicant's property. This notice will provide the person with contact information to provide approval or objection to the permit. The adjacent property owners shall have ten business days to respond. If no response is received, that will be deemed consent.
 - 4) In the event the local ~~health~~ animal authority denies ~~or grants~~ such permit, an appeal may be taken as provided in this article by the applicant regarding the decision of the local ~~health~~ animal authority.
- (b) It shall be unlawful for any person to keep any livestock in an area wherein there is less than 5,000 square feet for each animal so kept.
- (c) The provisions of subsections (a) and (b) shall not apply to any property adjacent to property or acreage not subdivided or platted.
- (d) No livestock impounded by virtue of this section shall be released to the owner until all costs and fees prescribed by this section have been paid and until the person applying for the release of such livestock signs an affidavit that he is the owner of the livestock and entitled to possession thereof.
- (e) Any livestock found running at large shall be impounded by the local ~~health~~ animal authority.
- (f) Any livestock found running at large that cannot be captured, or after being impounded by the local ~~health animal~~ authority, may be released to the Sheriff of Dallas County at any time.
- (g) Anytime during the permitted year, the local ~~health~~ animal authority receives three (3) or more complaints that results in a violation of this chapter may cause a permit to be revoked.

(Ord. No. 1554, § 1, 12-1-98; Ord. No. 2026, § 3, 5-15-07)

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Sec. 4-22. Limitation of number of cats and dogs.

(a) *Limitation on cats:*

- 1) Definitions: For the purposes of this subsection, the following words shall have the meaning expressed below:
 - a. *Adult cat* shall mean any cat which is more than six months of age.
 - b. *Kept within the city* shall mean the harboring, possessing or owning of cats in any residential district within the city.
 - c. *Litter* shall mean one or more kittens under six months of age.
- 2) It shall be unlawful for any person to keep within the city, in any residential district, more than four adult cats on a residential lot of 10,000 square feet or less, provided however, such person may keep an additional adult cat for each additional 5,000 square feet of lot area. Each residence owner or occupant shall be permitted to keep one litter only.
- 3) Notwithstanding the provisions of subsection (a)(2) above, any person who desires to keep more than four adult cats and one litter at the same time shall apply to the local **health animal** authority for a special permit to keep the same. The applicant shall provide the local **health animal** authority with satisfactory proof from the owners of all property within 25 feet of the applicant's property that there is no objection to issuance of the permit and shall pay to the city a fee as may be determined by the local **health animal** authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any permit, the local **health animal** authority shall review such application and make a decision regarding the approval thereof. Should any complaint be received by the local **health animal** authority during the preceding permit period, signatures will be required from the surrounding property owners as required for the initial permit. In the event the local **health animal** authority denies or grants such permit, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local **health animal** authority.

(b) *Limitation on dogs:*

- 1) Definitions: For the purposes of this subsection, the following words shall have the meaning expressed below:

Adult dog shall mean any dog which is more than six months of age.

Kept within the city shall mean the harboring, possessing or owning of dogs in any residential district within the city.

Litter shall mean one or more puppies under six months of age.
- 2) It shall be unlawful for any person to keep within the city, in any residential district, more than four adult dogs on a residential lot of 10,000 square feet or less, provided, however, such person may keep one additional adult dog for each additional 20,000 square feet of lot area. Each residence owner or occupant shall be permitted to keep one litter only.
- 3) Notwithstanding the provisions of subsection (b)(2) above, any person who desires to keep additional dogs in a residential area, shall apply to the local **health animal** authority for a special permit to keep the same. The applicant shall provide the local **health animal** authority with satisfactory proof from the owner of property within 25 feet of the applicant's property that there is no objection to the issuance of the permit and shall pay the city a fee as determined by the local **health animal** authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any

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permit, the local **health animal** authority shall review such application and make a decision regarding the approval thereof. Should any complaint be received by the local **health animal** authority during the preceding permit period, signatures will be required from the surrounding property owners as required for the initial permit. In the event the local **health animal** authority denies or grants such permit, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local **health animal** authority.

(Ord. No. 1554, § 1, 12-1-98; Ord. No. 1894, § 1, 6-15-04; Ord. No. 2026, §§ 4, 5, 5-15-07)

QTY	DOGS	CATS
Duncanville	4-adult	4-adult
Plano	4	4
Cedar Hill	4-adult	4-adult
DeSoto	4	4
Lancaster	4	4
Grand Prairie	?	?
Cleburne	?	?
Weatherford	Total of 5 in any combination	

Sec. 4-23. Impoundment.

- (a) The following animals may be impounded:
 - 1) Cats and dogs not exhibiting evidence of vaccination.
 - 2) Any animal infected or kept under conditions which could endanger the public or animal health.
 - 3) Any animal that creates a nuisance as defined in section 4-17.
 - 4) Any animal running at large.
 - 5) Any animal treated in a manner determined to be in violation of section 42.10 of the Texas Penal Code.
 - 6) Any animal that has bitten a human being or requires observation for rabies determination, as determined by the local **health animal** authority.
 - 7) Any animal violating any provision of this chapter.
- (b) If any animal is found upon the premises of any person, that person shall have the right to confine such animal in a humane manner until the local **health animal** authority can impound such animal. When so notified, it shall be the duty of the local **health animal** authority to have such animal impounded as herein provided.
- (c) Reasonable effort shall be made by a local **health animal** authority to contact the owner of any impounded animal which is wearing a current vaccination tag; however, final responsibility for location of an impounded animal is that of the owner.

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- (d) The owner can regain possession of an impounded animal upon payment of impoundment fees, handling fees and any veterinarian bills incurred by the local **health animal** authority for the welfare of the animal, and upon compliance with the vaccination provisions of this Code, except where prohibited in (e) and (f) below.
 - (e) Disposition of animals impounded on the grounds of cruel and inhumane treatment shall be determined by the court of jurisdiction.
 - (f) If any animal is being held under quarantine, the owner shall not be entitled to possession until release from quarantine.
 - (g) The city manager shall select and establish a place for impounding all animals impounded under any provision of this article.
 - (h) Any animal, except vicious or wild animals, not reclaimed by the owner may be humanely euthanized after being impounded for 72 hours, except that any animal wearing a current vaccination tag shall be impounded for six days prior to its destruction.
 - (i) Any impounded vicious or wild animal, unless there is reason to believe that it has an owner, may be immediately disposed of as may be deemed appropriate by the local **health animal** authority.
 - (j) Any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, may be immediately euthanized to prevent further suffering.
 - (k) Any owner who no longer wishes responsibility for an animal, other than an ill or injured animal, may sign a written waiver supplied by the local **health animal** authority allowing the animal to be immediately euthanized in a humane manner, provided that no dog or cat that has bitten a human being shall be euthanized before the expiration of the ten-day quarantine period. Ill or injured animals shall be the responsibility of the owner.
 - (l) Any impounded animal that appears to be suffering from injury or illness may be euthanized or given to a nonprofit humane organization for the purpose of veterinarian medical care, as determined by the local **health animal** authority.

Sec. 4-24. Fees.

The city council shall by resolution establish impoundment, **adoption**, boarding, rabies observation, microchipping, surrender and handling fees as provided in this chapter.

(Ord. No. 2110, § 1, 4-6-10)

Editor's note(s)—Ord. No. 2110, § 1, adopted Apr. 6, 2010, repealed the former § 4-24, and enacted a new § 4-24 as set out herein. The former § 4-24 pertained to impoundment and handling fees. This section bore no history note.

Sec. 4-25. Adoption.

Any individual may adopt an animal (dogs and cats only) from the **Tri-Cities Animal Shelter** under the following conditions:

- (a) The animal has been classified as adoptable by the **Tri-Cities Animal Shelter**.
- (b) The prospective adopter has proper facilities to care for the animal.
- (c) The prospective adopter **ensures** all necessary vaccinations **are provided**.
- (d) The prospective adopter shall have any dog or cat spayed or neutered within 30 days after adoption or the local **health animal** authority shall have the right of immediate return of the animal to the animal shelter;

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provided the local ~~health~~ animal authority shall allow additional time in the case of dogs or cats less than six months of age.

- (e) All animals that are adopted or redeemed from the Tri-City Animal Shelter, that are not currently microchipped, must be implanted with a microchip and register with the microchip provider prior to leaving the shelter.

(Ord. No. 2110, § 1, 4-6-10)

Sec. 4-26. Purchase.

- (a) The purchaser of any dog or cat from the ~~Tri-Cities Animal Shelter~~ must have it vaccinated within seven days after purchase or the local ~~health~~ animal authority shall have the right of immediate return of the animal to the animal shelter; provided, the local ~~health~~ animal authority shall allow additional time in the case of a dog or cat less than ~~six~~ months of age.
- (b) ~~Tri-Cities Animal Shelter personnel or a representative of the local~~ ~~health~~ animal authority may refuse to allow the purchase of a cat or dog by a person whom he has reason to believe:
 - 1) Would not be able to obtain a vaccination certificate.
 - 2) Would not have proper facilities to contain or care for the animal, as required by the Code.
 - 3) Wants the dog or cat for the purpose of resale or for purposes other than pet ownership.
 - 4) There are reasonable grounds to believe the animal would be subjected to abandonment or cruelty.

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Sec 4-27. WILD ANIMAL PERMITTING.

- (a) The hearing before the local health animal authority or designee to determine if an animal is a wild animal shall be conducted within twenty (20) business days after receipt of the sworn complaint, impoundment, or seizure of the animal, whichever occurs later.
- (b) Notice of the hearing before the local health animal authority or designee shall be provided by the local health animal authority or his designee to the owner of the animal and all complainants who provided a sworn complaint by certified mail, return receipt requested or by personal service. At the hearing before the animal services director or designee, any interested party, including the city attorney or his or her designee, shall be given opportunity to present evidence on the issue of whether the animal is dangerous.
- (c) Upon conclusion of a hearing to determine if an animal is a wild dangerous animal, the local health animal authority or designee may find that the animal is not wild dangerous and order that it be promptly returned to its owner's custody after all impound and board fees have been paid. The local health animal authority or designee shall have the authority to refund, reduce, or waive any fees incurred to the owner.
- (d) If the local health animal authority or designee makes a finding that the animal meets the definition of a wild dangerous animal as described in section 4-1 of this chapter and that the destruction, removal, or registration of the animal is necessary to preserve the public health animal, safety, or welfare, then the local health animal authority or designee shall order one (1) of the following:
 - 1) Euthanasia of the wild dangerous animal:
 - a. shall be ordered if the local health animal authority or designee makes a finding that the animal caused the death of a person;
 - b. may be ordered if the local health animal authority or designee makes a finding that the animal caused serious bodily injury or bodily injury to a person;
 - c. may be ordered if the local health animal authority or designee makes a finding that the animal was outside its enclosure or yard and caused serious bodily injury or death to another animal;
 - d. may be ordered if the local health animal authority or designee makes a finding that the animal was outside its enclosure or yard and caused bodily injury to another animal and has made at least one (1) unprovoked attack against an animal or person on a previous occasion;
 - e. may be ordered if the owner of the animal requests euthanasia of the animal.
 - 2) Removal of the wild dangerous animal from within the city limits.
 - a. Prior to the release of the animal from quarantine, the owner shall make the animal available to the animal services facility for scanning of the microchip implanted in the animal and provide to the local health animal authority or designee, in writing, all of the following:
 - 1. The destination address of where the animal is to reside and the name of the person who will have care, custody, or control of the animal at the destination address;
 - 2. Proof that the owner has alerted the agency responsible for animal services in that area; and
 - 3. Proof that a microchip has been implanted into the animal.

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- b. A person commits an offense if he removes the animal from the city under this section and fails to:
 - 1. Implant a microchip in the animal; or
 - 2. Provide proof of the implanting of the microchip; or
 - 3. Make the animal available for scanning.
 - c. A person commits an offense if he removes the animal from a state-approved quarantine facility prior to complying with the notice requirements in ~~subsection 4-153(d)(2)~~ this article.
 - d. A person commits an offense if he allows an animal that has been determined to be a wild dangerous animal and ordered to be removed from the city limits to return to the city limits.
- 3) Return to the owner as a registered wild dangerous animal after the owner demonstrates compliance with this chapter and the following requirements. The owner shall maintain compliance with all of the following requirements for the remainder of the wild dangerous animal's life while the wild dangerous animal is located or resides in the city:
- a. Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least one hundred and fifty thousand dollars (\$100,000.00) to cover damages resulting from an attack by the wild dangerous animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file at the Tri-Cities animal facility;
 - b. Registering the wild dangerous animal with the City of Duncanville by providing the name and address of the owner; the breed, age, sex, color and any other identifying marks of the animal; the address where the animal is to be kept; and at least two (2) color photographs that clearly identify the wild dangerous animal taken not earlier than the 30th day before the date the application was filed;
 - c. Provide proof of animal sterilization;
 - d. A photograph and a statement of the dimensions of the secure enclosure in which each animal is to be kept and a scale diagram of the premises where each animal will be kept, including the location of any perimeter fencing and any residence on the premise;
 - e. Post and maintain signs giving notice of a wild dangerous animal in the area or on the premises in which the animal is confined. The signs shall be conspicuously posted at both the front and rear property entrances and shall bear letters not less than two (2) inches high, stating "WILD ANIMAL ON PREMISES";
 - f. Provide and maintain on the animal a fluorescent yellow collar visible at fifty (50) feet in normal daylight with an attached tag provided by the department to the collar that is worn at all times so that the animal can be easily identified;
 - g. Implant and maintain a microchip into the animal and register it for life with the department and a recognized national registry;
 - h. Provide written notice of the animal's designation as vicious dangerous to the owner or landlord of the property where the animal will be kept; and
 - i. Pay the appropriate wild dangerous animal annual permit fee.
 - j. Statement signed by a veterinarian licensed to practice in this state stating that the veterinarian:

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1. Inspected each animal being registered not earlier than the 30th day before the date of the filing of the renewal application; and
 2. Finds that the care and treatment of each animal by the owner meets or exceeds the standards prescribed under this chapter.
- (e) The owner shall have thirty (30) days from the determination by the local health animal authority or designee that the animal is wild dangerous to comply with all of the required conditions as set forth by this chapter and the order of the local health animal authority or designee, unless the determination is appealed pursuant to V.T.C.A. Health and Safety Code, § 822.0421, as amended. If the owner fails to provide proof of compliance with all of the requirements in the order, and the order is not appealed pursuant to V.T.C.A. Health and Safety Code, § 822.0421 as amended, the wild animal may be euthanized on the thirty-first (31st) day following the order of the local health animal authority or designee.
 - (f) A person commits an offense if he allows an animal that has been determined to be a wild dangerous animal to be kept or remain in any duplex or in any multi-family, residentially zoned property.
 - (g) A person commits an offense if he allows an animal that has been determined to be a wild dangerous animal to be kept or remain on a porch, patio, or in any part of a house or structure that would allow the animal to exit of its own volition.
 - (h) A person commits an offense if he allows an animal that has been determined to be a wild dangerous animal to be kept in a house or structure when any window is open or when any screen window or screen door is the only obstacle preventing the animal from exiting the structure.
 - (i) A person commits an offense if he allows an animal that has been determined to be a wild dangerous animal to be outside of the owner's residence or its secure enclosure unless the animal is under continuous direct physical control by a person of competent mental and physical ability to restrain the animal under all circumstances.
 - (j) A person commits an offense if he allows an animal that has been determined to be a wild dangerous animal tethered to an inanimate object, including, but not limited to a tree, post, or building, for any length of time.
 - (k) A person commits an offense if he allows an animal that has been determined to be a wild dangerous animal to be outside its secure enclosure without being securely fitted with a muzzle that will prevent the animal from biting other animals or human beings without causing injury to the animal or interfering with its vision or respiration.
 - (l) A person commits an offense if he is the owner of a permitted wild dangerous animal and refuses, upon request by the department, to make his animal, premises, facilities, equipment, and any necessary permits available for inspection at any reasonable time.
 - (m) A person commits an offense if he is the owner of a wild dangerous animal, and he fails to maintain the requirements in subsection 4-153(d)(3) in this article for the remainder of the animal's life.
 - (n) No domestic animal may be found to be a wild dangerous animal if the local health animal authority or designee finds sufficient evidence that:
 - 1) The threat, injury, or damage was sustained by a person who at the time was committing or attempting to commit a willful trespass or other tort upon the premises occupied by the owner of the animal;
 - 2) The person was teasing, tormenting, abusing, or assaulting the animal or has in the past been observed to have teased, tormented, abused, or assaulted the animal;
 - 3) The person attacked was committing or attempting to commit a crime;

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- 4) The animal attacked was at large at the time of the incident unless the attacking animal was also at large at the time of the incident and:
 - a. The attacking animal has committed an unprovoked attack on another person or animal on at least one (1) previous occasion; or
 - b. The animal attacked died as a result of the injuries it sustained during the attack.
 - 5) The animal attacked or killed at the time of the incident was teasing, tormenting, abusing, or attacking the alleged dangerous animal or if the animal attacked was not a domestic animal;
 - 6) The animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault;
 - 7) The animal was injured and responding to pain;
 - 8) The complaint filed against it is based solely on the animal's breed, size, or physical appearance; or
 - 9) The attack, bite, or mauling occurred while the dog was being used by a peace officer for law enforcement purposes.
 - (o) If the local health animal authority or designee finds probable cause to believe that an animal was at-large and involved in an incident that led to the filing of a wild dangerous animal complaint, and if the animal is not already identifiable by microchip, the owner shall pay a fee to have a microchip implanted into the animal regardless of whether it is deemed a dangerous animal or not.
 - (p) A person commits an offense if the person fails or refuses to provide proof of complying with the local health animal authority's or designee's order to implant and register a microchip as required in subsection (o).

Sec. 4-278. Appeal process.

In the event an application for a permit for a wild animal, or the renewal of a permit for a wild animal, is denied, the applicant has 15 calendar days upon a denial to file an appeal with the municipal court. Either party may appeal the decision of the municipal court to a county court. The filing of the appeal of the denial or revocation of a certificate of registration under this section stay the denial or revocation until the court rules on the appeal.

In the event any other animal permit, or the renewal of a permit, is denied, the applicant has 15 calendar days upon a denial to file an appeal with the municipal court. ~~or granted only the applicant has 90 days to deal by a duly appointed representative of the local health authority, any person aggrieved by the decision of the local health authority may appeal in writing to the local health authority within ten days.~~

The decision of the ~~duly appointed representative of the local health animal authority~~ to deny, will be considered by the Zoning Board of Adjustment, fire chief, and the assistant city manager city secretary. If the Zoning Board of Adjustment upholds the denial, the applicant may re-apply for the permit one year after the date of denial. ~~If the decision is upheld, any person who disagrees with the decision of the appeal committee may file a written appeal with the city secretary within seven days from the date of the committee's decision~~

(Recognizing that the members of the Zoning Board of Adjustment may lack specific expertise in the subject matter, the local animal authority will provide a memorandum, upon request, outlining the rationale for denying any permit application. Additionally, the local animal authority or an appointed representative will be available to address any inquiries that board members may have, thereby facilitating a more comprehensive understanding of the relevant circumstances and technical knowledge.)

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The city secretary shall schedule a hearing of such appeal to the city council at the next timely meeting of the city council. The city council may either grant or deny the permit. The decision of the city council shall be final and binding.

(Ord. No. 1576, § 4, 7-20-99; Ord. No. 2026, § 6, 5-15-07; Ord. No. 2041, § 1, 2-5-08)

City	Days to File Appeal
Duncanville	10
Plano	15
Cleburne	10
Cedar Hill	10
Midlothian	15
DeSoto	10



STAFF REPORT

MEETING: City Council - 1 April 2025

TITLE:

Receive a presentation from the Duncanville Police Department on revising Chapter Four—Animals and Fowl City Ordinance to comply with state legislation changes and best practices.

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:

Ron Wilcots, Assistant Chief of Police

Chad Chamberlain, Senior Animal Control Officer

BACKGROUND/HISTORY:

This item was the subject of discussion during a workshop with the City Council on January 23, 2025, where several changes were proposed. City Council members requested the removal or addition of specific definitions, a clarification of the board of adjustment, a renaming of the local health authority to differentiate it from similar entities in other ordinances, and requested that the term "special use permit" be revised. Additionally, they recommended adjustments to the fowl chart to allow for an increased number of fowl per 1/4 acre, requested grammatical revisions, and sought a more detailed description of the process when an animal is deemed a nuisance. However, the City Council did not support measures that would limit or ban roosters, impose permit fees, enforce six-foot fence requirements for fowl owners, or allocate costs for educational materials or courses on responsible fowl ownership.

In the weeks following the workshop, Assistant Chief Wilcots convened discussions with community members, the city attorney, and the municipal judge to address the proposed changes to the ordinance. Furthermore, Assistant Chief Wilcots reached out to the Texas Department of Agriculture to gain a better understanding of relevant state statutes. Most of the requested changes were made after counsel from the city attorney and guidance from the municipal judge. A request by a citizen to remove a link suggesting proper chicken-coop sizes was also honored. All grammatical requests by the City Council were honored. Assistant Chief Wilcots did not honor the request to state the board of

adjustment will be trained or how they will be trained for appeals involving animals. Any other changes that were made would be considered collateral changes (changes that caused something else to be changed).

A briefing for the Council is scheduled for April 1, 2025, where the requested changes will be presented. The goal is to seek adoption of the revised ordinance on April 15, 2025.

****PRIOR HISTORY:**** The Police Department denied a goat permit application on December 20, 2022, due to incomplete signatures. This denial was subsequently appealed to the City Council on February 7, 2023, but the matter was tabled until after the election. The Police Department revised the ordinance to align with legislation updates, remove the City Council from the appeal process, while also addressing issues with chickens and fowl due to numerous complaints. Over the course of two years, the Police Department has presented the revised changes to the City Council multiple times. These changes have undergone revisions under three different Assistant Chiefs before being assigned to Assistant Chief Wilcots in September 2024.

On September 17, 2024, Assistant Chief Wilcots and Animal Control Officer Chad Chamberlain presented the updated changes to the City Council, followed by another presentation on December 3, 2024. During a subsequent meeting on December 17, 2024, the City Council raised questions concerning the charts, fines, fees, enforcement procedures, and the necessity of the proposed updates. All inquiries were addressed, and the Council was informed that the heightened volume of calls related to chickens, hens, roosters, and fowl contributed significantly to the impetus for the revised fowl section. Consideration of best practices and legislative updates informed all proposed changes to the animal ordinance.

POLICY EXPLANATION:

Updated sections to reflect legislation changes, best practices from other Cities within the Metroplex, the City Council workshop, added definitions to better explain the intent of the ordinance and simple grammatical errors.

FUNDING SOURCE:

ORG and Object Number

N/A

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

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

ATTACHMENTS:

N/A

ORDINANCE NO. 2536

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING CHAPTER 4 OF THE CITY OF DUNCANVILLE CODE OF ORDINANCES AMENDING CHAPTER 4, ARTICLE II, ANIMAL CONTROL, BY REPEALING ARTICLE II IN ITS ENTIRETY AND ADOPTING A NEW ARTICLE II OF SAID CHAPTER; PROVIDING FOR DEFINITIONS; PROVIDING REGULATIONS FOR ENFORCEMENT; PROVIDING RUNNING AT LARGE; PROVIDING FOR PROHIBITED TETHERING; PROVIDING FOR VACCINATION; PROVIDING FOR SEIZURE OF VICIOUS ANIMALS; PROVIDING FOR HEARING; PROVIDING FOR CHICKEN OR HENS; PROVIDING FOR ESTABLISHMENT OF FEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the regulation of animals within the City needs updating and is necessary in order to protect the health, safety and general welfare of humans and other animals by controlling animal populations and related diseases; and

WHEREAS, Chapter 4, Article II of the City of Duncanville Code of Ordinances provides for such regulation.

WHEREAS, the City Council of the City of Duncanville desires that new Article II of said Chapter;

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

SECTION 1. That Chapter 4 of the Duncanville Code of Ordinances, is amended, by repealing Article II, Animal Control of said Chapter 4 in its entirety and by adopting a new Article II, Animal Control to read as follows:

“CHAPTER 4

ARTICLE I. IN GENERAL

.....

ARTICLE II. ANIMAL CONTROL

Sec. 4-10. Definitions.

When used in this article the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

Animal: Shall mean a warm-blooded animal, any living creature, including, but not limited to: dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

Animal Appeals Board: shall mean the five members of the Board of Adjustment.

Backyard Fowl: Shall mean *chickens, hens, and roosters* and does not include other *fowl*, such as, but not limited to, *peacocks, turkeys, or waterfowl*.

Cat: Shall mean any live or dead cat (*Felis Catus*), excluding hybrids.

Chicken coop: shall mean a covered, predator-resistant chicken house that is designed to be easily accessed, cleaned, and maintained, and meets all the specifications for a shelter, animal housing enclosure, and any other applicable requirements of this chapter.

Dog: Shall mean any domesticated animal that is a member of the canine family.

Exercise yard: shall carry the same meaning as “chicken run” and shall mean an uncovered or covered enclosure attached to a chicken coop that provides exercise for backyard fowl and is constructed to prevent the backyard fowl from escaping such enclosure and offers protection from predators (backyard can be considered an exercise yard).

Humanely euthanized: Shall mean to cause the death of an animal by a method which:

- (1) Rapidly produces unconsciousness and death without visible evidence of pain or distress, or
- (2) Utilizes anesthesia produced by an agent which causes painless loss of consciousness, and death following such loss of consciousness.

Hybrid: Shall mean any offspring of two wild animals of different species or the offspring of wild animals bred with domesticated dogs or cats.

Inhabited Dwelling: (for this section) shall mean a structure or part of a structure used as a home, residence or sleeping place by a person maintaining a household or by two or more persons maintaining a common household, but does not include outbuildings, yard areas or other land associated with the structure.

Livestock: shall mean or includes domesticated animals typically kept to provide food or fiber or perform work, whether or not they actually provide these functions, including but not limited to, regardless of age, sex, or breed: horses, consisting of all equine species including ponies, mules, donkeys, jackasses, and burros; cattle, consisting of all bovine species; sheep, consisting of all ovine species; llamas and alpacas; goats, consisting of all caprine species; rabbits kept primarily outdoors or raised as a food or fiber source; chickens, ducks, and other fowl; and pigs or hogs, consisting of all swine species.

Local animal authority: The chief of police is designated as the local animal authority and has authority to appoint representatives to enforce the provisions of this article, to receive reports of animal bites, investigate animal bites, insure quarantine or possibly rabid animals and otherwise carry out provisions of the Texas law pertaining to control and eradication of rabies.

Owner: Shall mean any person, firm or corporation having title to any animal, or a person who has, harbors or keeps, or causes or permits to be harbored or kept, an animal in his care, or who permits an animal to remain on or about his premises.

Person: Shall mean any individual, firm, association, partnership or corporation.

Representative of local animal authority: Shall mean and include any peace officer or animal control officer of the city.

Roosting space: shall mean a perching area made of non-metallic material that is elevated above the floor level of the nesting box(es), located so that all housed backyard fowl can sit, stand up, and turn around without coming into contact with a wall, the ceiling, or a perch above it, and staggered so that no roosting space is directly above or below it (see 4.20a(e) for dimensions).

Running at large: Shall mean not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property. An animal within an automobile or other vehicle shall not be deemed "running at large."

Secure enclosure (Dogs): Shall mean a fenced area or structure that is:

- (1) Locked;
- (2) Capable of preventing the entry of the general public, including children;

- (3) Capable of preventing the escape or release of a dog;
- (4) Clearly marked as containing vicious dog; and
- (5) In conformance with the requirements for enclosures established by the local animal authority.

Secure enclosure (Livestock):

- (1) Capable of preventing the entry of the general public, including children;
- (2) Capable of preventing the escape or release of the livestock;
- (3) Has an attached, secured roof and , at minimum (3) sides to protect the livestock from weather and to provide shelter and protection from heat, cold, and other environmental conditions and must be adequately ventilated;
- (4) Must have bedding material and large enough so that the livestock can enter, stand, turn around, and lie down but small enough to prevent the loss of body heat during cold weather;
- (5) Is located a minimum of five (5) feet from any fence line or wall that abuts private property or a public area, and;
- (6) Complies with all additional requirements as established and provided in writing to the owner by the local animal authority.

Serious bodily injury: Shall mean an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Stray animal: Shall mean any animal for which there is no identifiable owner or harborer.

Tether: Shall mean any device constructed of any material which tie, fasten, or otherwise restrain or secure an animal to a fixed point so that it can move or range only within certain limits.

Unprovoked: shall mean that the animal was not hit, kicked, pulled, struck, pinched, poked, prodded, shocked, or squeezed by a person with an object or part of the person's body, or otherwise teased or tormented in any manner.

Vaccination: Shall mean an injection with United States Department of Agriculture approved rabies vaccine administered every 12 calendar months by a licensed veterinarian.

Veterinarian: Shall mean a veterinarian licensed to practice veterinary medicine.

Vicious animal: Shall mean any individual animal, including a dog, that:

- (1) Makes an unprovoked attack on a person that causes bodily injury in a place other than an enclosure in which such animal was being kept and that was reasonably certain to prevent such animal from leaving the secure enclosure on its own; or
- (2) Commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that such animal will attack and cause bodily injury to that person; or
- (3) An animal that is at large and commits an unprovoked attack on a domestic animal that causes the death of the attacked animal; or
- (4) An animal that is at large and commits an unprovoked attack on a domestic animal that causes serious bodily injury to the attacked animal and the attacking animal has already committed at least one unprovoked attack on a previous occasion against a human being or domestic animal.

Wild animals: Shall include all types of animals which commonly exist in a natural unconfined state and are usually not domesticated. This shall apply regardless of the state or duration of captivity. Such animal shall include, but are not limited to: lion, tiger, ocelot, cougar, leopard, cheetah, jaguar, bobcat, lynx, serval, caracal, hyena, bear, coyote, jackal, baboon, monkeys, chimpanzee, orangutan, gorilla, skunks, raccoons, bats, weasels, squirrels, opossums, lesser pandas, binturongs, wolves, hybrids of wolves and canines, elephants, rhinoceroses, foxes, alligators, crocodiles, monkeys, ostriches, emus, prairie dogs, boas, pythons, anaconda, and all forms of poisonous or constricting reptiles, and other like animals.

Sec. 4-11. Enforcement.

- (a) Enforcement of this article shall be the responsibility of the local animal authority, any peace officer or any animal control officer.

- (b) The local animal authority, any peace officer or any animal control officer shall have the authority to issue citations for any violation of this article.
- (c) If the person to be cited is not present, the local animal authority, any peace officer or any animal control officer may send the citation to the alleged offender by registered or certified mail.
- (d) It shall be unlawful for any person to interfere with the local animal authority, or animal control officer in the performance of his duties.
- (e) The local animal authority, any peace officer or any animal control officer shall have the authority to humanely euthanize or destroy any animal in accordance with the provisions of this article.
- (f) The animal control officer or any peace officer shall have the authority to use a tranquilizer gun in the lawful discharge of his duties.
- (g) Each twenty-four (24) hour period of violation, and each separate animal or condition in violation of any provision of this chapter, shall constitute a separate offense.
- (h) The provisions of this article shall not apply, and it shall be a defense to the requirements set forth herein, if the animal is a dog owned or used by and under the supervision of a law enforcement agency or peace officer.

Sec. 4-12a. Running at Large.

- (a) It shall be unlawful for an owner or person who possesses, keeps or harbors any dog or other animal other than a cat, to fail to keep such dog or animal from running at large, as defined herein, within the limits of the city. Proof of a culpable mental state is not required for conviction of an offense under this section. It is the intent of the city to dispense with the requirement of any culpable mental state in prosecutions filed hereunder.
- (b) The local animal authority is authorized to impound such animals running at large.

Sec. 4-12b. Tethering Animals.

- (a) A person commits an offense if he tethers an animal to a stationary object for any length of time except as allowed by subsections (b) and (c) of this section.
- (b) Restraint on the owner's property or for a lawful animal event, veterinary treatment, grooming, training, law enforcement activity, or when needed to

protect the safety or welfare of a person or animal, shall be allowed provided that all of the following conditions are met:

- (1) The animal's owner maintains continuous, direct physical control of the animal throughout the period of restraint;
 - (2) The tether is attached to a properly fitting collar or harness and is not wrapped around the animal's neck. Choke or prong-type collars are prohibited;
 - (3) The tether is designed and placed in a manner to prevent entanglement or injury; and
 - (4) The tether does not allow the animal to move outside the person's property or come within ten (10) feet of public property if tethered outside a fenced area.
- (c) A "skyline" type aerial trolley consisting of a line that is strung between two (2) fixed points that are at least twenty (20) feet apart with a down line that is at least five (5) feet in length is allowed as long as the requirements of subsections 4-12b(b)(2), (b)(3), and (b)(4) are met and the animal is enclosed behind a fence of adequate size and strength capable of preventing the general public, including children, and other animals from entering the area.

Sec. 4-13. Animal Vaccination.

- (a) *Required.* Every owner of a dog or cat four months of age or older shall have such animal vaccinated against rabies as required by Sub. C, Sec. 826.021(a) of the Texas Health and Safety Code. All dogs or cats vaccinated at four months of age or older shall be revaccinated at one year of age and every third anniversary date thereafter. Any person moving into the city from a location outside of the city, and who has not had such an animal vaccinated within three years, shall comply with this article within ten days after having moved into the city. If the dog or cat has inflicted a bite on any person, or another animal, within the last ten days, the owner of said dog or cat shall report such fact to a veterinarian and no rabies vaccine shall be administered until after a ten-day observation period.
- (b) *Certificate of vaccination.* Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat, as evidence thereof, a certificate upon a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy. Such certificate shall contain the following information:

- (1) The name, address and telephone number of the owner of the vaccinated dog or cat.
 - (2) The date of the vaccination.
 - (3) The type of rabies vaccine used.
 - (4) The year and number of rabies tags.
 - (5) The breed, age, color and sex of the vaccinated dog or cat.
- (c) *(Reserved).*
- (d) *(Reserved).*
- (e) *Proof.* It shall be unlawful for any person who owns or harbors a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this article.
- (f) *Harboring unvaccinated animals.* It shall be unlawful for any person to harbor any dog, cat or any other animal which has not been vaccinated against rabies, as provided herein, or which cannot be identified as having a current vaccination certificate.
- (g) *Animals exposed to rabies.* Any person having knowledge of the existence of any animal known to have been or reasonably believed to have been exposed to rabies must immediately report such knowledge to the local animal authority or animal control or peace officer, giving any information which may be required. For any animal known to have been or reasonably believed to have been exposed to rabies, the following is required:
- (1) Animals having current vaccination must be revaccinated immediately and confined according to the method prescribed by the local animal authority for a period of less than 90 days.
 - (2) Animals not having a current vaccination should be humanely euthanized. However, if the owner of such animal elects, he may, at his expense and in a manner prescribed by the local animal authority, confine said animal. Such animal must be vaccinated immediately following exposure and quarantined for not less than six months. A revaccination shall be done one month prior to release from quarantine.
 - (3) Animals may be humanely euthanized.

Sec. 4-14. Reporting Animal Bites.

- (a) Any person having knowledge of any animal bite or scratch to a human that the person could reasonable foresee as capable of transmitting rabies or of an animal that the person suspects is rabid shall report the incident or animal to the local animal authority. The report shall include the name and address of any victim and of the owner of the animal, if known, and any other data which may aid in the locating of the victim or the animal.
- (b) The owner of an animal that is reported to be rabid or reported to have been exposed to rabies or that the owner knows or reasonably believes to be rabid or to have been exposed to rabies shall submit the animal for quarantine to the local animal authority prescribed in section 4-15.
- (c) The incident and animal shall be reported to the local animal authority, as soon as possible, but no later than 24 hours from the time of the incident.
- (d) The local animal authority will investigate each bite incident, utilizing standardized reporting forms provided by the Texas Department of Health.

Sec. 4-15. Animal Quarantine.

- (a) When a dog or cat has bitten, or scratched a human, or when the local animal authority has probable cause to believe an animal is rabid, the owner of such animal shall produce the animal for ten days' confinement at the owner's expense. Refusal to produce said dog, cat or other animal constitutes a separate violation. The ten-day observation period will begin on the day of the bite incident. The animal must be placed in the animal control facilities specified for this purpose, or any other facilities meeting the state requirements or a facility as designated by the city manager.

However, the owner of the animal may request permission from the local animal authority for home quarantine if the following criteria can be met:

- (1) Secure facilities must be available at the home of the animal's owner, and must be approved by the local animal authority.
- (2) The animal was currently vaccinated against rabies at the time of the incident.
- (3) The local animal authority or a licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the local animal authority must be notified by the person having possession of the animal. At the end of the observation period, the release from quarantine must be accomplished in writing.

- (4) The animal was not running at large at the time of the bite.
- (b) If the animal cannot be maintained in a secured quarantine it shall be humanely destroyed and the brain submitted to a Texas Department of Health certified laboratory for rabies diagnosis.
- (c) It shall be unlawful for any person to interrupt the ten-day observation period.
- (d) No wild animal will be placed in quarantine. All wild animals involved in biting incidents will be humanely euthanized in such a manner that the brain is not mutilated. The brain shall be submitted to a Texas Department of Health certified laboratory for rabies diagnosis.
- (e) The owner of an animal that is quarantined under this article shall pay to the local animal authority the reasonable costs of the quarantine, care, treatment and disposition of the animal, and the local animal authority may sell and retain proceeds to keep, grant or destroy the animal that the owner or custodian does not take possession of on or before the third day following the final day of quarantine.

Sec. 4-16. Reserved.

Sec. 4-17. Animal Nuisance.

The following are deemed public nuisances and are hereby declared to be unlawful:

- (a) The keeping of any animal which causes loud and unusual or frequent barking, howling or other noise that disturbs the peace and quiet of any person of ordinary sensibility.
- (b) Any dog or cat that is impounded two (2) or more times in a calendar year may be declared a nuisance.
- (c) The keeping of any animal in such a manner as to endanger the public health; to annoy neighbors by the accumulation of animal wastes which cause foul and offensive odors, or is considered to be a hazard to any other animal or human being.
- (d) The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger personal health and welfare or the keeping of any animal in such a manner to deny the lawful use of adjacent property, public property, or to endanger personal health and welfare.
- (e) Any animal pens, stables or enclosures and property not kept free from carrion or any putrescible material.

- (f) It shall be unlawful and an offense for any person controlling to permit, either willfully or through failure to exercise due care or control, any dog or animal to defecate upon any private property other than the premises of the owner, handler or controller of such animal. It shall also be unlawful and an offense for any person to fail to promptly remove and dispose of, in a sanitary manner, feces left by a dog or cat or other animal being handled or controlled by that person upon any property other than the premises of the owner, handler or controller of such animal.
- (g) Any house, building, business, lot, yard, pen, enclosure or ground in which an animal is kept that is unsanitary or offensive to a person of ordinary sensibility residing in the vicinity thereof, or to the public at large.

With the exception of subsections (a) and (e) above, the local animal authority shall make such determination of public nuisance and shall give notice to the owner to abate such condition. In the event such condition is not abated within fifteen days (15) of such notice, each day thereafter a nuisance is not abated shall constitute a separate violation. A certified letter, return receipt requested, to the owner shown on the city tax rolls at the address of such nuisance, shall constitute proper notice. The notice will provide the owner or person in control with a warning stating pending consequences should the public nuisance not be abated within the fifteen days (15), to include any of the following: impoundment, temporary or permanent removal from the city limits. The owner's inability to abate the nuisance will serve as proof of the ongoing public nuisance. However, during the fifteen days (15) the owner or person in control may appeal the determination of the local animal authority to the municipal court. If the municipal court judge finds that the animal is a continuing nuisance, the judge may uphold the local animal authority's decision and/or make their own final decision, to include but not limited to any of the following: citation, impoundment, temporary or permanent removal from the city limits or prohibit ownership.

If the owner or person in control of the animal deemed a public nuisance appeals to the municipal court, they will have 48 hours to comply with any ruling after the fifteen days (15) have expired.

Sec. 4-18. Seizure of an animal which caused death of or serious bodily injury.

- (a) A justice court, county court, or municipal court shall order the local animal authority to seize an animal and shall issue a warrant authorizing the seizure:
 - (1) On the sworn complaint of any person, including the county attorney, the city attorney, or a peace officer, that the animal has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person; and
 - (2) On a showing of probable cause to believe that the animal caused the death of or serious bodily injury to the person as stated in the complaint.
- (b) The local animal authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions until the court orders the disposition of the animal.
- (c) *Hearing.*
 - (1) The court shall set a time for a hearing to determine whether the animal caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person. The hearing must be held not later than the tenth day after the date on which the warrant is issued.
 - (2) The court shall give written notice of the time and place of the hearing to:
 - a. The owner of the animal or the person from whom the animal was seized; and
 - b. The person who made the complaint.
 - (3) Any interested party, including the county attorney or city attorney, is entitled to present evidence at the hearing.
 - (4) The court shall order the animal destroyed if the court finds that the animal caused the death of a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:
 - a. Its owner;
 - b. The person from whom the animal was seized; or

- c. Any other person authorized to take possession of the animal.
- (5) The court may order the animal destroyed if the court finds that the animal caused serious bodily injury to a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:
 - a. Its owner;
 - b. The person from whom the animal was seized; or
 - c. Any other person authorized to take possession of the animal.
- (6) The court may not order the animal destroyed if the court finds that the animal caused the serious bodily injury to a person by attacking, biting, or mauling the person and:
 - a. The animal was being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and:
 - 1. The enclosure was reasonably certain to prevent the animal from leaving the enclosure on its own and provided notice of the presence of an animal; and
 - 2. The injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred;
 - b. The animal was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;
 - c. The attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the animal for law enforcement purposes;
 - d. The animal was defending a person from an assault or person's property from damage or theft by the injured person; or

- e. The injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering.
 - (d) *Destruction of animal.* The destruction of an animal under this subchapter must be performed by:
 - (1) A licensed veterinarian;
 - (2) Personnel of a recognized animal shelter or humane society who are trained in the humane destruction of animals; or
 - (3) Personnel of a governmental agency responsible for animal control who are trained in the humane destruction of animals.
 - (e) *Provocation or location of attack irrelevant.* Except as provided by subsection (c)(6), this subsection applies to any animal that causes a person's death or serious bodily injury by attacking, biting, or mauling the person, regardless of whether the animal was provoked and regardless of where the incident resulting in the person's death or serious bodily injury occurred.
- (Ord. No. 2036, § 1, 9-18-07)

Editor's note(s)—Ord. No. 2036, § 1, adopted Sept. 18, 2007 amended § 4-18 which pertained to vicious animals and derived from Ord. No. 1840, § 1, adopted June 17, 2003.

Sec. 4-18a. Vicious Animals.

- (a) *Reporting of incident to municipal court.*
 - (1) A person may report an incident described by section 4-10, “Vicious animal”, to the city municipal court. The owner of the dog shall deliver the dog to a representative of the local animal authority not later than the fifth (5) day after the date on which the owner receives notice that the report has been filed. The local animal authority may provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.
 - (2) If the owner fails to deliver the dog as required by subsection (b) [(c)(1)], the court shall order the local animal authority to seize the dog and shall issue a warrant authorizing the seizure. The local health authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog. The owner shall pay any cost incurred in seizing the dog.

- (3) The court shall determine, after notice and hearing as provided in section 4-18(c), whether the dog is a vicious animal.
 - (4) The court, after determining that the dog is a vicious animal, may order the local animal authority to continue to impound the vicious animal in secure and humane conditions until the court orders disposition of the dog under subsection (a) and the dog is returned to the owner or destroyed.
 - (5) The owner shall pay a cost or fee assessed under subsection (c)(4).
- (b.) *Determination that animal is vicious.*
- (1) If a person reports an incident described by this article, the local animal authority may investigate the incident. If, after receiving the sworn statements of any witnesses, the local animal authority determines the animal is a vicious animal, it shall notify the owner of that fact.
 - (2) An owner, not later than the 15th day after the date the owner is notified that an animal owned by the owner is a vicious animal, may appeal the determination of the local animal authority to a justice, county, or municipal court of competent jurisdiction.
 - (3) To file an appeal under Subsection (2), the owner must:
 - a. file a notice of appeal of the local animal authority's vicious animal determination with the court;
 - b. attach a copy of the determination from the local animal authority; and
 - c. service a copy of the notice of appeal on the local animal authority by mailing the notice through the United States Postal Service.
- (c.) *Requirements for owner of vicious animal.*
- (1) Not later than the 30th day after a person learns that the person is the owner of a vicious animal, the person shall:
 - a. Register the vicious animal with the local animal authority for the city in which the animal is kept;

- b. Restrain the vicious animal at all times on a leash in the immediate control of a person or in a secure enclosure;
 - c. Obtain liability insurance coverage or show financial responsibility in an amount of at least \$100,000.00 to cover damages resulting from an attack by the vicious animal causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to include the name, address, and phone number of the insurance company, to the local animal authority for the area in which the dog is kept; and
 - d. Comply with the following regulations:
 - 1. That the animal shall be kept in a locked and secured enclosure; and
 - 2. That the owner post a conspicuous notice that a vicious animal is located on the premises.
- (2) The owner of a vicious animal who does not comply with subsection (a) shall deliver the animal to a representative of the local animal authority not later than the 30th day after the owner learns that the animal is vicious.
 - (3) If, on application of any person, a justice court, county court, or municipal court finds, after notice and hearing as provided by Section 4-18(c), that the owner of a vicious animal has failed to comply with subsection (1) or (2), the court shall order the local animal authority to seize the animal and shall issue a warrant authorizing the seizure. The authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions.
 - (4) The owner shall pay any cost or fee assessed by the municipality or county related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the municipality may prescribe by resolution the amount of the fees.
 - (5) The court shall order the local animal authority to humanely destroy the animal if the owner has not complied with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the local animal authority. The court shall order the local animal authority to return the animal to the owner if the owner complies with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the local animal authority.

- (6) The court may order the humane destruction of a dog if the owner of the animal has not been located before the 15th day after the seizure and impoundment of the animal.
- (7) For purposes of this section, a person learns that the person is the owner of a vicious animal when:
 - a. The owner knows of an attack described in this article;
 - b. The owner receives notice that a justice court, county court, or municipal court has found that the animal is a vicious animal under section 4-18a; or
 - c. The owner is informed by the local animal authority that the animal is a vicious animal under this article.

Sec. 4-18b. Transferring ownership of a registered vicious animal.

- (a) Prior to relocating, transferring ownership, offering to transfer ownership, or otherwise moving or offering to move in any way a registered vicious animal, either inside or outside the city limits, the owner shall notify the local animal authority in writing of his intention. If ownership is to be transferred, the notification shall include the name and address of the proposed new owner of the animal.
- (b) If ownership of the animal is being transferred to a person who resides within the city limits of Duncanville, the new owner will be required to provide proof to the local animal authority of complying with all provisions of this chapter before the animal can be moved from the previous owner's custody.
- (c) If the animal is being moved outside the city limits, the owner must provide, in writing to the local animal authority, proof that the new owner has alerted the agency responsible for animal services in that area.
- (d) A person commits an offense if he fails to comply with the requirements of Section 4-18C.

Sec. 4-18C. Violations of conditions by the owner of a registered vicious animal.

In the event that any owner of a registered vicious animal violates any provision of this chapter, court order, or lawful order of the local animal authority, the animal may be immediately seized and impounded by a **representative of local animal authority**.

The registered vicious animal shall be seized immediately if the animal bites, injures, or attacks a human being or another animal.

If the seizure or impoundment of a vicious animal for violating any provision of this chapter cannot be made with safety, and the vicious animal is putting people or other animals at risk of being attacked, the animal may be destroyed without prior notice to the owner.

It is an exception to the seizure of the animal under this section if the person attacked or injured was at the time committing a willful trespass, crime, or other tort upon the premises occupied by the owner of the animal.

It is an exception to seizure of the animal under this section if the animal which was injured was inside the secure enclosure area maintained by the owner of the registered vicious animal.

Sec. 4-19. Prohibited animals.

- (a) It shall be unlawful for any person to keep or harbor any wild animal within the city. It shall be unlawful for any person to keep or harbor a wild animal within the city, except as authorized below.
- (b) A wild animal permit for the keeping or harboring of wild animals may be obtained from a duly appointed representative of the local animal authority for the following exceptions:
 - (1) Animals being kept in a public zoo.
 - (2) Wild animals being kept for the purpose of scientific research or public or private primary or secondary schools.
 - (3) Wild animals performing in an animal exhibition, rodeo, or circus, of which the animal is an integral part, if the animal is restrained from inflicting injury upon persons, property, or other animals and adequate provisions are made for the care and protection of the animal.
 - (4) Wild animal being kept as a pet provided the animal is not generally considered by the representative of the local animal authority to be dangerous or predatory and does not pose a threat to the general public or emergency service personnel.
- (c) *Permit.* A permit, as authorized in this section, shall be issued by the local animal authority.

- (d) *Fee for permit.* The fee for a permit as authorized herein shall be as determined by resolution of the city council, and the permit shall be valid for a designated period of time as established by the local animal authority. Prior to the renewal of any permit, the local animal authority or his designee shall review such application and make a decision regarding the approval thereof. In the event the application for a permit is denied by the local animal authority, an appeal may be taken as provided in this article by the applicant.
- (e) It will be unlawful for a permitted wild animal to run at large.
- (f) Subsections (a) through (d) inclusive of section 4-19 shall not apply to a person, firm or corporation engaged in the commercial business of selling wild animals, as defined by the subsections of 4-19.
 - (1) A person who sells a wild animal in the city shall:
 - a. Obtain a wild animal permit for each species being sold (not each individual animal) through the local animal authority. If the permit is denied, the seller may appeal to the Animal Appeals Board as provided herein (Sec. 4-28).
 - b. Receive all wild animal permits before animals can be kept on premises of the seller.
 - c. Notify the purchaser in writing that it is necessary to obtain a wild animal permit from the city in order to keep such wild animal within the limits of the city.
 - d. Permit. A permit, as authorized in this section, shall be issued by the local animal authority or designee.
 - e. Fee for permit. The fee for a permit as authorized herein shall be determined by resolution of the city council, and the permit shall be valid for a designated period of time as established by the local animal authority, but shall not be valid for more than one year. Prior to the renewal of any permit, the local animal authority shall review such application and make a decision regarding the approval thereof. If the renewal of the permit is denied by the local animal authority, an appeal may be taken as provided in this article by the applicant.
- (g) Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least one hundred thousand dollars (\$100,000.00) to cover damages resulting from an attack by the wild animal

causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file by the local animal authority.

Sec. 4-20. Keeping backyard fowl and rabbits.

Fowl and rabbits shall be kept in a secure pen or enclosure that is at least 30 feet from any inhabited dwelling, other than that of the owner, and such enclosure shall be of such construction and strength to keep said animals from running at large.

Sec. 4-20a. Keeping of backyard fowl.

- (a) An individual property owner with one (1) legal dwelling unit, not including dwelling units that are backyard cottages or accessory dwelling units, may keep backyard fowl subject to the following requirements and all other applicable provisions of this chapter. The keeping of any other fowl or poultry, not defined by this chapter as backyard fowl is prohibited; and all references herein this section to poultry or chickens shall mean backyard fowl as defined in this chapter.

Number of fowl	Minimum Acreage	Distance From Adjacent Inhabited Dwellings	Distance from Property Line
Up to 8	¼	50ft.	10ft.
Up to 12	½	70ft.	15ft.
Up to 20	1	80ft.	20ft.
21-60	2	90ft.	25ft.
61 or more	3	150ft.	50ft.

- (b) A person desiring to keep poultry pursuant to this section must first apply for a backyard fowl permit from the local animal authority. In addition to paying a non-refundable application fee (if a fee is required) in an amount established from time to time by resolution of the city council at the time of filing, the applicant shall also:
- (1) Submit a complete permit application on a form provided by the Police Department;
 - (2) Provide floorplans and side elevations for the proposed animal housing enclosure or if a commercially available coop is acquired, the manufacturer, model, and size of the coop;
 - (3) Provide a site drawing showing the proposed location for the animal housing enclosure that includes all property lines, building lines, setbacks, and other structures located on the property (site drawing does not have to be professionally engineered);

- (4) Provide written, notarized authorization from the property owner allowing backyard fowl if the applicant is a person other than the owner of the property on which the backyard fowl will be kept; and
 - (5) Provide a signature, as proof, acknowledging receipt of education material provided by the police department on backyard fowl care and sanitation.
- (c) Prior to the issuance of a backyard fowl permit, a site inspection shall be conducted to verify compliance with the requirements of this section. Applicants who provide proof of having a current backyard fowl permit, who have not obtained additional animals since their last inspection and have had no verified complaints and/or enforcement actions for violating this chapter during the preceding twelve (12) months, may be issued a permit without inspection. The department may require an inspection during reasonable hours at the department's discretion regardless of the applicant's history.
- (d) All backyard fowl permits issued under this section shall be valid for one (1) year from the date of issuance. No more than one (1) backyard fowl permit may be issued for any individual property, tract or residential lot. The permit is nontransferable and shall be valid only for the applicant and location for which it was originally issued. In the event the permit holder no longer resides at the property for which the permit was issued or ceases to harbor or keep backyard fowl on the property, the permit terminates without refund.
- (e) A person commits an offense if he fails to comply with any of the following restrictions:
- (1) Backyard fowl shall be kept within a secure animal housing enclosure that is constructed and maintained in compliance with all requirements of this chapter, all requirements for accessory buildings, whether or not such permit is required, and be located behind a fence. Backyard fowl shall be kept at all times within the secure animal housing enclosure except:
 - a. When being removed to be transported to, or returned from, a location off of the property;
 - b. During daylight hours when they are under the direct supervision of an adult, backyard fowl may roam in a yard provided that it is enclosed by a perimeter fence;
 - c. When being temporarily confined in a garage or indoor space during periods of extreme cold or brooding.

- (2) Coops must provide no less than four (4) square feet of area per backyard fowl and the exercise yard must provide no less than eight (8) square feet of area per backyard fowl.
 - (3) Coops shall have a minimum of ten (10) inches of roosting space for each backyard fowl kept;
 - (4) There shall be at least one (1) nesting box for every four (4) fowl kept;
 - (5) Hay, grain, feed, and all other food sources must be stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects;
 - (6) Manure and soiled bedding material must be immediately disposed of, properly composted, or stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects at least once every 48 hours;
 - (7) Food scraps, kitchen scraps, or other perishable food items cannot be fed on the ground or in any container other than an impervious container or on an impervious platform;
 - (8) No backyard fowl, eggs, meat, or manure, or any other fowl byproducts shall be sold commercially (e.g., to third parties at a retail, wholesale level, or online) from the property;
 - (9) All backyard fowl must have their wings properly clipped and maintained so as to prevent them from flying over the fence.
- (f) A person commits an offense if the person is a holder of a backyard fowl permit and he refuses, upon request by a representative of the local animal authority during reasonable hours, to make his animals, premises, facilities, equipment, and any necessary registrations or permits, available for inspection.
 - (g) A person commits an offense if the person is a holder of a backyard fowl permit, and he refuses to show his permit upon request by a representative of the local animal authority.
 - (h) A person commits an offense if he harbors backyard fowl without first obtaining a valid backyard fowl permit.
 - (i) This section shall not supersede, replace, or have control over any recorded deed restrictions, covenants, homeowner association rules, or other applicable restrictions that prohibit the keeping of backyard fowl on such property.

Sec. 4-21. Livestock.

(a) It shall be unlawful for any person to keep on any premises under his control within the city limits, any livestock in such a manner that the same shall be located closer than 75 feet distance from any person's property, other than his own.

- (1) Upon initial application or renewal, the owner is required to schedule an inspection of the property with the animal services department within 30 days.
- (2) If upon completion of the inspection, the premises are found to be in violation of one or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a re-inspection date for violation to be corrected.
- (3) Upon receiving the application, the local animal authority shall send a notice to all property owners within 75 feet of the applicant's property. This notice will provide the person with contact information to provide approval or objection to the permit. The adjacent property owners shall have ten business days to respond. If no response is received, that will be deemed consent.
- (4) In the event the local animal authority denies such permit, an appeal may be taken as provided in this article by the applicant regarding the decision of the local animal authority.

- (b) It shall be unlawful for any person to keep any livestock in an area wherein there is less than 5,000 square feet for each animal so kept.
- (c) The provisions of subsections (a) and (b) shall not apply to any property adjacent to property or acreage not subdivided or platted.
- (d) No livestock impounded by virtue of this section shall be released to the owner until all costs and fees prescribed by this section have been paid and until the person applying for the release of such livestock signs an affidavit that he is the owner of the livestock and entitled to possession thereof.
- (e) Any livestock found running at large shall be impounded by the local animal authority.
- (f) Any livestock found running at large that cannot be captured, or after being impounded by the local animal authority, may be released to the Sheriff of Dallas County at any time.

- (g) Anytime during the permitted year, the local animal authority receives three (3) or more complaints that results in a violation of this chapter may cause a permit to be revoked.

Sec. 4-22. Limitation of number of cats and dogs.

(a) *Limitation on cats:*

- (1) Definitions: For the purposes of this subsection, the following words shall have the meaning expressed below:
 - a. *Adult cat* shall mean any cat which is more than six months of age.
 - b. *Kept within the city* shall mean the harboring, possessing or owning of cats in any residential district within the city.
 - c. *Litter* shall mean one or more kittens under six months of age.
- (2) It shall be unlawful for any person to keep within the city, in any residential district, more than four adult cats on a residential lot of 10,000 square feet or less, provided however, such person may keep an additional adult cat for each additional 5,000 square feet of lot area. Each residence owner or occupant shall be permitted to keep one litter only.
- (3) Notwithstanding the provisions of subsection (a)(2) above, any person who desires to keep more than four adult cats and one litter at the same time shall apply to the local animal authority for a special permit to keep the same. The applicant shall provide the local animal authority with satisfactory proof from the owners of all property within 25 feet of the applicant's property that there is no objection to issuance of the permit, and shall pay to the city a fee as may be determined by the local animal authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any permit, the local animal authority shall review such application and make a decision regarding the approval thereof. Should any complaint be received by the local animal authority during the preceding permit period, signatures will be required from the surrounding property owners as required for the initial permit. In the event the local animal authority denies or grants such permit, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local animal authority.

(b) *Limitation on dogs:*

- (1) Definitions: For the purposes of this subsection, the following words shall have the meaning expressed below:

Adult dog shall mean any dog which is more than six months of age.

Kept within the city shall mean the harboring, possessing or owning of dogs in any residential district within the city.

Litter shall mean one or more puppies under six months of age.

- (2) It shall be unlawful for any person to keep within the city, in any residential district, more than four adult dogs on a residential lot of 10,000 square feet or less, provided, however, such person may keep one additional adult dog for each additional 20,000 square feet of lot area. Each residence owner or occupant shall be permitted to keep one litter only.
- (3) Notwithstanding the provisions of subsection (b)(2) above, any person who desires to keep additional dogs in a residential area, shall apply to the local animal authority for a special permit to keep the same. The applicant shall provide the local animal authority with satisfactory proof from the owner of property within 25 feet of the applicant's property that there is no objection to the issuance of the permit, and shall pay the city a fee as determined by the local animal authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any permit, the local animal authority shall review such application and make a decision regarding the approval thereof. Should any complaint be received by the local animal authority during the preceding permit period, signatures will be required from the surrounding property owners as required for the initial permit. In the event the local animal authority denies or grants such permit, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local animal authority.

Sec. 4-23. Impoundment.

- (a) The following animals may be impounded:
 - (1) Cats and dogs not exhibiting evidence of vaccination.
 - (2) Any animal infected or kept under conditions which could endanger the public or animal health.
 - (3) Any animal that creates a nuisance as defined in section 4-17.
 - (4) Any animal running at large.
 - (5) Any animal treated in a manner determined to be prohibited by Section 42.10 of the Texas Penal Code.

- (6) Any animal that has bitten a human being or requires observation for rabies determination, as determined by the local animal authority.
- (7) Any animal violating any provision of this chapter.
- (b) If any animal is found upon the premises of any person, that person shall have the right to confine such animal in a humane manner until the local animal authority can impound such animal. When so notified, it shall be the duty of the local animal authority to have such animal impounded as herein provided.
- (c) Reasonable effort shall be made by a local animal authority to contact the owner of any impounded animal which is wearing a current vaccination tag; however, final responsibility for location of an impounded animal is that of the owner.
- (d) The owner can regain possession of an impounded animal upon payment of impoundment fees, handling fees and any veterinarian bills incurred by the local animal authority for the welfare of the animal, and upon compliance with the vaccination provisions of this Code, except where prohibited in (e) and (f) below.
- (e) Disposition of animals impounded on the grounds of cruel and inhumane treatment shall be determined by the court of jurisdiction.
- (f) If any animal is being held under quarantine, the owner shall not be entitled to possession until release from quarantine.
- (g) The city manager shall select and establish a place for impounding all animals impounded under any provision of this article.
- (h) Any animal, except vicious or wild animals, not reclaimed by the owner may be humanely euthanized after being impounded for 72 hours, except that any animal wearing a current vaccination tag shall be impounded for six days prior to its destruction.
- (i) Any impounded vicious or wild animal, unless there is reason to believe that it has an owner, may be immediately disposed of as may be deemed appropriate by the local animal authority.
- (j) Any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, may be immediately euthanized to prevent further suffering.
- (k) Any owner who no longer wishes responsibility for an animal, other than an ill or injured animal, may sign a written waiver supplied by the local animal authority allowing the animal to be immediately euthanized in a humane manner, provided that no dog or cat that has bitten a human being shall be euthanized before the

expiration of the ten-day quarantine period. Ill or injured animals shall be the responsibility of the owner.

- (l) Any impounded animal that appears to be suffering from injury or illness may be euthanized or given to a nonprofit humane organization for the purpose of veterinarian medical care, as determined by the local animal authority.

Sec. 4-24. Adoption.

Any individual may adopt an animal (dogs and cats only) from the Tri-Cities Animal Shelter under the following conditions:

- (a) The animal has been classified as adoptable by the Tri-Cities Animal Shelter.
- (b) The prospective adopter has proper facilities to care for the animal.
- (c) The prospective adopter ensures all necessary vaccinations are provided.
- (d) The prospective adopter shall have any dog or cat spayed or neutered within 30 days after adoption or the local animal authority shall have the right of immediate return of the animal to the animal shelter; provided the local animal authority shall allow additional time in the case of dogs or cats less than six months of age.
- (e) All animals that are adopted or redeemed from the Tri-City Animal Shelter, that are not currently microchipped, must be implanted with a microchip and register with the microchip provider prior to leaving the shelter.

Sec. 4-25. Purchase.

- (a) The purchaser of any dog or cat from the Tri-Cities Animal Shelter, other shelter, store, breeder, or the bringing of any dog or cat into the City, must have it vaccinated within seven (7) days after purchase or the local animal authority shall have the right of immediate return of the animal to the animal shelter; provided, the local animal authority shall allow additional time in the case of a dog or cat less than six months of age.
- (b) Tri-Cities Animal Shelter personnel or a representative of the local animal authority may refuse to allow the purchase of a cat or dog by a person whom he has reason to believe:
 - (1) Would not be able to obtain a vaccination certificate.
 - (2) Would not have proper facilities to contain or care for the animal, as required by the Code.

- (3) Wants the dog or cat for the purpose of resale or for purposes other than pet ownership.
- (4) There are reasonable grounds to believe the animal would be subjected to abandonment or cruelty.

Sec 4-26. WILD ANIMAL PERMITTING.

- (a) The hearing before the local animal authority or designee to determine if an animal is a wild animal shall be conducted within twenty (20) business days after receipt of the sworn complaint, impoundment, or seizure of the animal, whichever occurs later.
- (b) Notice of the hearing before the local animal authority or designee shall be provided by the local animal authority or his designee to the owner of the animal and all complainants who provided a sworn complaint by certified mail, return receipt requested or by personal service. At the hearing before the animal services director or designee, any interested party, including the city attorney or his or her designee, shall be given opportunity to present evidence on the issue of whether the animal is dangerous.
- (c) Upon conclusion of a hearing to determine if an animal is a wild animal, the local animal authority or designee may find that the animal is not wild and order that it be promptly returned to its owner's custody after all impound and board fees have been paid. The local animal authority or designee shall have the authority to refund, reduce, or waive any fees incurred to the owner.
- (d) If the local animal authority or designee makes a finding that the animal meets the definition of a wild animal as described in section 4-1 of this chapter and that the destruction, removal, or registration of the animal is necessary to preserve the public health, safety, or welfare, then the local health authority or designee shall order one (1) of the following:
 - 1) Euthanasia of the wild animal:
 - a. shall be ordered if the local animal authority or designee makes a finding that the animal caused the death of a person;
 - b. may be ordered if the local animal authority or designee makes a finding that the animal caused serious bodily injury or bodily injury to a person;
 - c. may be ordered if the local animal authority or designee makes a finding that the animal was outside its enclosure or yard and caused serious bodily injury or death to another animal;

- d. may be ordered if the local animal authority or designee makes a finding that the animal was outside its enclosure or yard and caused bodily injury to another animal and has made at least one (1) unprovoked attack against an animal or person on a previous occasion;
 - e. may be ordered if the owner of the animal requests euthanasia of the animal.
- 2) Removal of the wild animal from within the city limits.
 - a. Prior to the release of the animal from quarantine, the owner shall make the animal available to the animal services facility for scanning of the microchip implanted in the animal and provide to the local animal authority or designee, in writing, all of the following:
 - 1. The destination address of where the animal is to reside and the name of the person who will have care, custody, or control of the animal at the destination address;
 - 2. Proof that the owner has alerted the agency responsible for animal services in that area; and
 - 3. Proof that a microchip has been implanted into the animal.
 - b. A person commits an offense if he removes the animal from the city under this section and fails to:
 - 1. Implant a microchip in the animal; or
 - 2. Provide proof of the implanting of the microchip; or
 - 3. Make the animal available for scanning.
 - c. A person commits an offense if he removes the animal from a state-approved quarantine facility prior to complying with the notice requirements in this article.
 - d. A person commits an offense if he allows an animal that has been determined to be a wild animal and ordered to be removed from the city limits to return to the city limits.
- 3) Return to the owner as a registered wild animal after the owner demonstrates compliance with this chapter and the following requirements. The owner shall

maintain compliance with all of the following requirements for the remainder of the wild animal's life while the wild animal is located or resides in the city:

- a. Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least one hundred and fifty thousand dollars (\$100,000.00) to cover damages resulting from an attack by the wild animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file at the Tri-Cities animal facility;
- b. Registering the wild animal with the City of Duncanville by providing the name and address of the owner; the breed, age, sex, color and any other identifying marks of the animal; the address where the animal is to be kept; and at least two (2) color photographs that clearly identify the wild animal taken not earlier than the 30th day before the date the application was filed;
- c. Provide proof of animal sterilization;
- d. A photograph and a statement of the dimensions of the secure enclosure in which each animal is to be kept and a scale diagram of the premises where each animal will be kept, including the location of any perimeter fencing and any residence on the premise;
- e. Post and maintain signs giving notice of a wild animal in the area or on the premises in which the animal is confined. The signs shall be conspicuously posted at both the front and rear property entrances and shall bear letters not less than two (2) inches high, stating "WILD ANIMAL ON PREMISES";
- f. Provide and maintain on the animal a fluorescent yellow collar visible at fifty (50) feet in normal daylight with an attached tag provided by the department to the collar that is worn at all times so that the animal can be easily identified;
- g. Implant and maintain a microchip into the animal and register it for life with the department and a recognized national registry;
- h. Provide written notice of the animal's designation as vicious to the owner or landlord of the property where the animal will be kept; and
- i. Pay the appropriate wild animal annual permit fee.
- j. Statement signed by a veterinarian licensed to practice in this state stating that the veterinarian:
 1. Inspected each animal being registered not earlier than the 30th day before the date of the filing of the renewal application; and

2. Finds that the care and treatment of each animal by the owner meets or exceed the standards prescribed under this chapter.
-
- (e) The owner shall have thirty (30) days from the determination by the local animal authority or designee that the animal is wild to comply with all of the required conditions as set forth by this chapter and the order of the local health authority or designee, unless the determination is appealed pursuant to V.T.C.A. Health and Safety Code, § 822.0421, as amended. If the owner fails to provide proof of compliance with all of the requirements in the order, and the order is not appealed pursuant to V.T.C.A. Health and Safety Code, § 822.0421 as amended, the wild animal may be euthanized on the thirty-first (31st) day following the order of the local animal authority or designee.
 - (f) A person commits an offense if he allows an animal that has been determined to be a wild animal to be kept or remain in any duplex or in any multi-family, residentially zoned property.
 - (g) A person commits an offense if he allows an animal that has been determined to be a wild animal to be kept or remain on a porch, patio, or in any part of a house or structure that would allow the animal to exit of its own volition.
 - (h) A person commits an offense if he allows an animal that has been determined to be a wild animal to be kept in a house or structure when any window is open or when any screen window or screen door is the only obstacle preventing the animal from exiting the structure.
 - (i) A person commits an offense if he allows an animal that has been determined to be a wild animal to be outside of the owner's residence or its secure enclosure unless the animal is under continuous direct physical control by a person of competent mental and physical ability to restrain the animal under all circumstances.
 - (j) A person commits an offense if he allows an animal that has been determined to be a wild animal tethered to an inanimate object, including, but not limited to a tree, post, or building, for any length of time.
 - (k) A person commits an offense if he allows an animal that has been determined to be a wild animal to be outside its secure enclosure without being securely fitted with a muzzle that will prevent the animal from biting other animals or human beings without causing injury to the animal or interfering with its vision or respiration.
 - (l) A person commits an offense if he is the owner of a permitted wild animal and refuses, upon request by the department, to make his animal, premises, facilities, equipment, and any necessary permits available for inspection at any reasonable time.

- (m) A person commits an offense if he is the owner of a wild animal, and he fails to maintain the requirements in this article for the remainder of the animal's life.
- (n) No domestic animal may be found to be a wild animal if the local animal authority or designee finds sufficient evidence that:
 - 1) The threat, injury, or damage was sustained by a person who at the time was committing or attempting to commit a willful trespass or other tort upon the premises occupied by the owner of the animal;
 - 2) The person was teasing, tormenting, abusing, or assaulting the animal or has in the past been observed to have teased, tormented, abused, or assaulted the animal;
 - 3) The person attacked was committing or attempting to commit a crime;
 - 4) The animal attacked was at large at the time of the incident unless the attacking animal was also at large at the time of the incident and:
 - a. The attacking animal has committed an unprovoked attack on another person or animal on at least one (1) previous occasion; or
 - b. The animal attacked died as a result of the injuries it sustained during the attack.
 - 5) The animal attacked or killed at the time of the incident was teasing, tormenting, abusing, or attacking the alleged dangerous animal or if the animal attacked was not a domestic animal;
 - 6) The animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault;
 - 7) The animal was injured and responding to pain;
 - 8) The complaint filed against it is based solely on the animal's breed, size, or physical appearance; or
 - 9) The attack, bite, or mauling occurred while the dog was being used by a peace officer for law enforcement purposes.
- (o) If the local animal authority or designee finds probable cause to believe that an animal was at-large and involved in an incident that led to the filing of a wild animal complaint, and if the animal is not already identifiable by microchip, the owner shall pay a fee to have a microchip implanted into the animal regardless of whether it is deemed a dangerous animal or not.

- (p) A person commits an offense if the person fails or refuses to provide proof of complying with the local animal authority's or designee's order to implant and register a microchip as required in subsection (o).

Sec. 4-27. Appeal process.

In the event an application for a permit for a wild animal, or the renewal of a permit for a wild animal, is denied, the applicant has 15 calendar days upon a denial to file an appeal with the municipal court. Either party may appeal the decision of the municipal court to a county court. The filing of the appeal of the denial or revocation of a certificate of registration under this section stay the denial or revocation until the court rules on the appeal.

In the event any other animal permit, or the renewal of a permit, is denied, the applicant has 15 calendar days upon a denial to file an appeal with the municipal court.

The decision of the local animal authority to deny, will be considered by the Animal Appeals Board. If the Animal Appeals Board upholds the denial, the applicant may re-apply for the permit one year after the date of denial.

(Recognizing that the members of the Animal Appeals Board may lack specific expertise in the subject matter, the local animal authority will provide a memorandum, upon request, outlining the rationale for denying any permit application. Additionally, the local animal authority or an appointed representative will be available to address any inquiries that board members may have, thereby facilitating a more comprehensive understanding of the relevant circumstances and technical knowledge.)

Sec. 4-28. Fees.

The city council shall by resolution establish impoundment, adoption, boarding, rabies observation, microchipping, surrender and handling fees as provided in this chapter.

SECS. 4-29 through 4-100 Reserved for future use”

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 (\$500.00) 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 _____, 2025.

APPROVED

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney