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 18, 2023
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

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

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

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

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

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, April 18, 2023 in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

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

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

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/

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

- Submit a comment by 4:00 p.m. on Tuesday, April 18, 2023.
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, April 18, 2023
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

A. 2023 City Council Calendar 6 - 12
2023 City Council Calendar

3. BRIEFINGS / PRESENTATIONS

A. Briefing Item - Ladd Property Update to City Council 13 - 14
Briefing Item - Ladd Property Update to City Council

EXECUTIVE SESSION

1. City Council shall convene into closed Executive Session to seek legal advice from the City Attorney pursuant to Section 551.071 of the Texas Government Code concerning the termination of former city manager and potential or threaten litigation, if any. 15
Executive Session: Consultation with City Attorney, Pursuant to Section 551.071 of the Texas Government Code

Reconvene into Open Session. Take action necessary as result of Executive Session.

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

CALL TO ORDER
INVOCATION - Crossroads of Life, Joyce Marable, Compassion Ministries Pastor
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation in recognition of Earth Day in Duncanville 2023. 16 - 19
Proclamation - Earth Day 2023

B. Proclamation: Jewish American Heritage Month 20 - 21

Proclamation: Jewish American Heritage Month

C. Mayor Gordon will make a presentation honoring a Champion of the City at the City Council Meeting. 22

Presentation: Champion of the City

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

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

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

4. CONSENT AGENDA

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

A. Consider approval of draft City Council Meeting Minutes for the Special Called City Council Meeting of March 14, 2023. 23 - 26

Consider approval of draft City Council Meeting Minutes

B. Consider an Ordinance amending Chapter 19 "Traffic", Article I "In General", Section 19-1. "Definitions" by adding a definition for oversized vehicles; by amending Chapter 19 "Traffic", Article VI. "stopping, standing and parking" by amending Section 19-115 "standing or parking of trucks, tractors, trailers, and commercial vehicles"; by amending Section 19-116 "no parking and/or placement of oversized vehicle(s), storage unit, cargo container, or recreational vehicle on city streets" by adding subsections (b) and (c) and renumber current subsection (b) to subsection (d). 27 - 38

Trailer Ordinance

C. Consider a Resolution authorizing the annual procurement of senior meal program services with Visiting Nurse Association of Texas, in the unit amount bid through the City of Grand Prairie cooperative 39 - 106

purchasing agreement #22140 with an annual estimated expenditure amount of $75,000.00.

VNA Contract for Senior Meals

D. Adoption of an ordinance regarding the request of David Jones, applicant, representing Chris Kechejian, owner, for a Zoning Change from DD, Downtown District to LOR, Local Office Retail District on Richard F Hale ABST 566 PG 080 TR 18, more commonly known as 609 and 611 South Main Street, in the City of Duncanville, Dallas County, Texas. 107 - 111

Ordinance for Zoning Change at 609 and 611 South Main Street

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Consider a resolution approving an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to D Squared Catering, LLC, in the amount of $6,946.62 for qualified expenditures for a building located at 519 E. HWY. 67, Duncanville, TX 75116. 112 - 136

Signage Incentive Grant

B. Consider approving a Grant of Hotel Occupancy Tax Funds from the 2022-23 Budget; and, authorizing the execution of a Grant Funding Agreement in an amount not to exceed $36,000 to Esposure, Inc. 137 - 151

HOT Grant FY23 Funding-Esposure, Inc

C. Consider an Ordinance of the City of Duncanville, Texas, approving and adopting an increase in the exemption of appraised value of residence homesteads in the city from $30,000 to $35,000 of appraised value for an adult who is sixty-five years of age or older; an increase to the exemption of appraised value of residence homesteads in the city from $30,000 to $35,000 of appraised value for an adult who receives disability insurance benefits under Federal Old Age, Survivors, and Disability insurance; amending the Code of Ordinances by amending Chapter 18 "Taxation," Article I "In General," by amending subsection 18.4 tile from 'Reserved' to 'Levy of Property Tax' and adding language; by amending subsection 18.5 title from 'Reserved' to 'Residence Homestead Exemption for Senior Citizen' and adding language; and by amending subsection 18.6 title from 'Reserved' to 'Residence Homestead Exemption for Disabled' and adding language. 152 - 157

Amend Senior Citizen and Disabled Property Tax Exemption to $35,000 and add language to the Code of Ordinances

6. STAFF AND BOARD REPORTS

A. Receive the Police Department's Quarterly Report. 158 - 173

Police Quarterly Report

B. Fire Department Quarterly Update for the second quarter of the current fiscal year. 174 - 185

Fire Department Quarterly Update

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: Friday, April 14, 2023, by 5:00 P.M. and remained posted for at least two hours after said meeting was convened.

Janie Willman, 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 - 18 Apr 2023

TITLE:
2023 City Council Calendar

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:
Janie Willman, City Secretary
Ke'Ryne Smith, City Management Fellow

BACKGROUND/HISTORY:
The City Council receives an annual calendar to inform its schedule of events, conferences, and City Council Meetings.

FUNDING SOURCE:

ORG and Object Number
N A

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

ACTION ALTERNATIVES:
1. Receive the 2023 Calendar.
2. Other actions as directed by Council.

ATTACHMENTS:
2023 City Council Calendar - Dates for Consideration

2023

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	*18	*19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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12	13	14	15	16	*17	*18
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26	27	28				

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
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19	20	*21	22	C23	24	*25
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APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
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16	17	18	19	* 20	21	22
23	*24	25	26	27	28	*29
30						

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	*2	3	* 4	5	6
7	8	9	10	11	12	*13
14	15	16	17	18	19	*20
21	22	23	24	25	26	27
28	* 29	30	31			

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
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11	12	13	14	15	16	*17
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JULY

SUN	MON	TUE	WED	THU	FRI	SAT
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30	31					

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
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SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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17	18	19	20	21	22	*23
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OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

IMPORTANT DATES

JANUARY 18
First Filing Date for Election Ballot

JANUARY 19
Celebrate Duncanville Event

FEBRUARY 17
Last Legal Filing Date for Election Ballot

MARCH 24 - 28
National League of Cities Congressional City Conference (NLC)

APRIL 24
First Day of Early Voting

MAY 2
Last Day of Early Voting

MAY 6
Election Day

MAY 21 - 23
International Council of Shopping Centers Conference (ICSC)

JULY 4
Requires Further Action: Determine a New Council Meeting Date

AUGUST 1
Submission of New Proposed Budget to Council

SEPTEMBER 30
End of Fiscal Year (FY23)

OCTOBER 1
Start of new Fiscal Year (FY24)

OCTOBER 4 - 6
Texas Municipal League Annual Conference and Exhibition (TML)

****ALL DATES ARE SUBJECT TO CHANGE ****

Color Key:
- Coffee with the Mayor
- City Holidays
- Election Day
- Conferences
- City Council Meetings

Symbol Key:
- ★ *Important Event/Occurrence*
- S *Special Called City Council Meeting*
- C *Town Hall / Community Meeting*
- ▶ *Further Action Needed from City Council*

Duncanville
City of Champions

Recommended Budget Dates

April 2023

- **Thursday, April 27th: Strategic Work-Plan and Budget Input Town Hall**

April 2023

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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May 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 26	27	28	29	30	31	Apr 1 9:00am Spring Clean-up: Operation Clean Duncanville (201 James Collins Blvd;
2	3	4 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	5	6	7 City Holiday	8 11:00am Easter Eggstravaganza
9	10	11	12	13 7:00pm City Council Special Called Meeting (City Hall Briefing Room /	14	15 8:00pm Movies in the Park (Armstrong Park (200 James Collins Blvd, Duncanville, TX
16	17	18 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	19	20 5:30pm Audit Committee Meeting	21	22
23	24 Early Voting (8 a.m. - 5 p.m.) First day of Early Voting by Personal Appearance (8 a.m. -	25	26	27 Strategic Work Plan & Budget Input 12:00pm Coffee with	28	29 7:00pm Concert in the Park (Armstrong Park (200 James Collins
30 Early Voting (12 p.m. - 6 p.m.)	May 1	2	3	4	5	6

Duncanville
City of Champions

May 2023

- **Monday, May 15th : Earliest Day to Canvass - Special City Called Council Meeting**
  (Based on Final Dallas County Elections Results)

May 2023

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023

Su	Mo	Tu	We	Th	Fr	Sa
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 30	May 1	2	3	4	5	6
	Early Voting (7 a.m. - 7 p.m.)	Last Day of Early Voting 6:00pm City Council Meeting (City Hall Briefing Room /		10:00am National Prayer (Recreation Center Gym)		Election Day (7 a.m. - 7 p.m.)
7	8	9	10	11	12	13
						8:30pm Movies in the Park (Armstrong Park)
14	15	16	17	18	19	20
	Earliest Day to Canvass : Special Called City **Based on Final Dallas County Elections Results.** 6:00pm National Police	6:00pm City Council Meeting (City Hall Briefing Room / Chambers)				7:00pm Concerts in the Park (Armstrong Park)
21	22	23	24	25	26	27
International Council of Shopping Centers Conference (ICSC) (Las Vegas)				12:00pm Coffee with the Mayor (D.L. Hopkins Senior Center)		
28	29	30	31	Jun 1	2	3
	10:00am Veterans Memorial Ceremony (Memorial Park)					

Duncanville
City of Champions

Recommended Budget Dates

June 2023

- **Thursday, June 8th OR Thursday, June 15th: Council FY23 and FY24 Pre- Budget Workshop**

June 2023

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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11	12	13	14	15	16	17
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July 2023

Su	Mo	Tu	We	Th	Fr	Sa
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23	24	25	26	27	28	29
30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 28	29	30	31	Jun 1	2	3
4	5	6 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	7	8 Council Pre- Budget Workshop (FY23 and FY24)	9	10
11	12	13	14	OR 15 Council Pre- Budget Workshop (FY23 and FY24)	16	17 5:00pm Juneteenth Celebration (Armstrong Park)
18	19 City Holiday	20 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	21	22 12:00pm Coffee with the Mayor (D.L. Hopkins Senior Center)	23	24
25	26	27	28	29	30	Jul 1

Duncanville
City of Champions

July 2023

July 2023

Su	Mo	Tu	We	Th	Fr	Sa
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023

Su	Mo	Tu	We	Th	Fr	Sa
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 25	26	27	28	29	30	Jul 1
2	3	4 City Holiday 6:00pm City Council Meeting (City Hall Briefing Room /	5	6	7	8
9	10	11	12	13	14	15
16	17	18 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	19	20	21	22
23	24	25	26	27 12:00pm Coffee with the Mayor (D.L. Hopkins Senior Center)	28	29
30	31	Aug 1	2	3	4	5

Duncanville
City of Champions

Recommended Budget Dates

August 2023

- **Thursday, August 10th: City Manager Budget Town Hall**
- **Thursday, August 24th: Public Hearing on Tax Rate and Budget**
- **Tuesday, August 29th: Adoption of FY24 Budget**

August 2023

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

September 2023

Su	Mo	Tu	We	Th	Fr	Sa
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 30	31	Aug 1 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	2	3	4	5
6	7	8	9	10 City Manager Budget Town Hall	11	12
13	14	15 6:00pm City Council Meeting (City Hall Briefing Room / Chambers)	16	17	18	19
20	21	22	23	24 Public Hearing on Tax Rate and Budget (tentative) 12:00pm Coffee with the Mayor (D.L. Hopkins	25	26
27	28	29 Adoption of FY24 Budget	30	31	Sep 1	2

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Briefing Item - Ladd Property Update to City Council

Vision Statement:

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

STAFF RESPONSIBLE:
Agustin Garcia, Managing Director of Development Services
Jeremy Tennant, Director of Planning and Neighborhood Services
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
On December 20, 2022, the Planning staff provided the City Council with a draft timeline of the steps necessary to enact a zoning change and comprehensive plan amendment for the Ladd Property. The City Council requested monthly updates on the process.

Step 1	Conduct public meetings and meet with Municipal Boards and Commissions	January and February 2023
Step 2	Process public input pertaining to Opportunity Area 8 and implement strategy reflected in Five-year Comprehensive Plan Update	End of March/Beginning of April 2023
Step 3	Initiate zoning change request and text amendment	End of March/Beginning of April 2023
Step 4	An application for a zoning change and a text amendment will be filed with city staff, per the direction of the City Manager	End of March/Beginning of April 2023

Step 5	City staff will prepare a case report, send notification to property owners within 200 ft. of the subject property, notice by newspaper, and place the zoning change request on the next Planning and Zoning Commission regular meeting and define land use category for the zoning text amendment	End of April/Beginning of May 2023
Step 6	The Planning and Zoning Commission will consider the zoning change request and text amendment, and make a recommendation to City Council	June 2023
Step 7	City Council will consider the zoning change request and text amendment	July 2023

POLICY EXPLANATION:
Council will use the information gathered by staff and recommended by the Planning and Zoning Commission, Keep Duncanville Beautiful, Economic Development Corporation and Neighborhood Vitality Commission to determine the appropriate land use designation for the Ladd Property.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Provide feedback on the timeline and process.
2. Make recommendations on changes to the timeline and process.
3. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
City Council shall convene into closed Executive Session to seek legal advice from the City Attorney pursuant to Section 551.071 of the Texas Government Code concerning the termination of former city manager and potential or threaten litigation, if any.

Vision Statement:

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

STAFF RESPONSIBLE:
Robert Hager, City Attorney

BACKGROUND/HISTORY:
City Council shall convene into closed Executive Session to seek legal advice from the City Attorney pursuant to Section 551.071 of the Texas Government Code concerning the termination of former city manager and potential or threaten litigation, if any.

POLICY EXPLANATION:
City Council shall convene into closed Executive Session to seek legal advice from the City Attorney pursuant to Section 551.071 of the Texas Government Code concerning the termination of former city manager and potential or threaten litigation, if any.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Council to enter into Executive Session

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Proclamation in recognition of Earth Day in Duncanville 2023.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation
Tyler Agee, Assistant Director of Parks and Recreation

BACKGROUND/HISTORY:
In January 1969, after witnessing the ravages of a massive oil spill in Santa Barbara, California, and inspired by the student anti-war movement, Senator Nelson from Wisconsin wanted to infuse the energy of student anti-war protests with an emerging public consciousness about air and water pollution. He along with others called for and organized a teach-in on college campuses about the deteriorating environment in the United States to the national media, and persuaded Pete McCloskey, a conservation-minded Republican Congressman, to serve as his co-chair. They recruited a young activist, Denis Hayes, to organize the campus teach-ins and they chose April 22, a weekday falling between Spring Break and final exams, to maximize the greatest student participation.

Recognizing its potential to inspire all Americans, Denis Hayes built a national staff of 85 to promote events across the land and the effort soon broadened to include a wide range of organizations, faith groups, and others. The national teach-in on the environment was changed to Earth Day, which immediately sparked national media attention, and caught on across the country. Groups that had been fighting individually against oil spills, polluting factories and power plants, raw sewage, toxic dumps, pesticides, freeways, the loss of wilderness, and the extinction of wildlife united on Earth Day around these shared common values.

By the end of 1970, the first Earth Day led to the creation of the United States Environmental Protection Agency and the passage of other first-of-their-kind environmental laws, including the National Environmental Education Act, the Occupational Safety and Health Act, and the Clean Air Act. Two years later Congress passed the Clean Water Act. A year after that, Congress passed the Endangered

Species Act and soon after the Federal Insecticide, Fungicide, and Rodenticide Act. These laws have protected millions of men, women, and children from disease and death and have protected hundreds of species from extinction. Earth Day 1970 would come to provide a voice to this emerging environmental consciousness and put environmental concerns on the front page.

Today, Earth Day is widely recognized as the largest secular observance in the world, marked by more than a billion people every year as a day of action to change human behavior and create global, national and local policy changes.

POLICY EXPLANATION:
This year marks the 53rd anniversary of the Earth Day movement and let it be known that the City of Duncanville encourages all businesses, institutions, and individuals to celebrate the Earth through one's own actions and in support of the City's ongoing sustainability initiatives. This year's Earth Day initiative in Duncanville will be an online series of videos with informational tips for the community through the City's social media pages beginning on April 17th, leading up to Earth Day on April 22, 2023.

FUNDING SOURCE:

ORG and Object Number
NA/

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Proclamation - Earth Day 2023

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the global community continues to face extraordinary challenges such as environmental degradation, extreme weather events, resource shortages, and global health issues; and

WHEREAS, the City of Duncanville recognizes the important role that our natural environment plays in maintaining a healthy society and strong economy; and

WHEREAS, all people, regardless of race, gender, income, or geography, have a right to a healthy, sustainable environment with economic growth and opportunity; and

WHEREAS, we are all caretakers of our planet and have an obligation to combat climate change and environmental degradation to preserve the earth's beauty and resources; and

WHEREAS, Earth Day is a time to celebrate the goal of inspiring environmental awareness and encouraging the conservation, protection, and appreciation of our natural resources; and

WHEREAS, a sustainable environment can be achieved on the individual level through educational efforts, public policy, and it is the responsibility of each of us to safeguard our environment and resources.

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim April 22, 2023 as

EARTH DAY IN DUNCANVILLE

and encourage all businesses, institutions, and individuals to celebrate the Earth through one's own actions and in support of the City's ongoing sustainability initiatives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 17th day of April, 2023.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Proclamation: Jewish American Heritage Month

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:
Janie Willman, City Secretary

BACKGROUND/HISTORY:
This proclamation is being issued by Mayor Gordon in recognition of Jewish American Heritage Month.

POLICY EXPLANATION:
This proclamation is being issued by Mayor Gordon in recognition of Jewish American Heritage Month.

FUNDING SOURCE:

ORG and Object Number
N A

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

ACTION ALTERNATIVES:
1. The City Council will receive the Proclamation issued honoring Jewish American Heritage Month.
2. Other actions as directed by Council.

ATTACHMENTS:
Proclamation - American Heritage Month

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, in 1654, a small ship carrying 23 Jewish refugees sailed into the port of present-day New York City; and

WHEREAS, this small band of courageous men and women were fleeing oppression and discrimination and they faced resistance from colony leaders; and

WHEREAS, they became the first Jewish communal presence on American soil; and

WHEREAS, they expanded the frontier of religious freedoms that would help define the bedrock of American principles on which this country was founded; and

WHEREAS, throughout our country's history, Jewish Americans have proudly served our Nation in uniform, in elected office, and on our Nation's highest courts; and

WHEREAS, Jewish Americans have made significant contributions to America's cultural, scientific, artistic, and intellectual life; and

WHEREAS, Jewish Americans have marched, petitioned, and boarded buses to demand civil and political rights for all, from women's rights to voting rights to workers' rights.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim May 2023 as

JEWISH AMERICAN HERITAGE MONTH

in the City of Duncanville. I encourage all citizens to support the Jewish American Community in its efforts to continue in its march of making our country a more perfect union.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 18th day of April 2023.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Mayor Gordon will make a presentation honoring a Champion of the City at the City Council Meeting.

Vision Statement:

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

STAFF RESPONSIBLE:
Janie Willman, City Secretary

BACKGROUND/HISTORY:
Mayor Gordon will make a presentation honoring a Champion of the City at the City Council Meeting.

POLICY EXPLANATION:
The City's Mayor periodically honors residents for their service to the City of Duncanville with the designation of Champion of the City.

FUNDING SOURCE:

ORG and Object Number
N A

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

ACTION ALTERNATIVES:
1. The Mayor will designate a Champion.
2. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Consider approval of draft City Council Meeting Minutes for the Special Called City Council Meeting of March 14, 2023.

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:
Janie Willman, City Secretary

BACKGROUND/HISTORY:
The City Council approves the meeting minutes submitted for consideration by the City Secretary.

POLICY EXPLANATION:
The City Council Meeting Minutes are submitted for the review and approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
N A

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

ACTION ALTERNATIVES:
1. Approve the attached draft City Council Meeting Minutes.
2. Provide corrections or recommendations for improvement.
3. Other actions as directed by Council.

ATTACHMENTS:

2023-03-14 City Council Meeting Minutes - Draft

Duncanville City Council Meeting Minutes
Special Called City Council Meeting
Tuesday, March 14, 2023

CALL TO ORDER
The Special Called Meeting of the Duncanville City Council was called to order on Tuesday, March 14, 2023, at 6:06 p.m. in the City Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Pro Tempore Joe Veracruz
Councilmember Don McBurnett
Councilmember Greg Contreras
Councilmember Karen Cherry

COUNCIL ATTENDING VIRTUALLY:
Mayor Barry Gordon

COUNCIL ABSENT: Councilmember Jeremy Koontz
Councilmember At Large Patrick Harvey

CITIZENS' INPUT
Mayor Pro Tempore Veracruz announced that in keeping with the City Council's Adopted Rules of Procedure on October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies of the comments received will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

There were no electronic mail comments received.

WORK SESSION / BRIEFING
3. Conduct Interviews and Discuss Appointments for the Board, Committee, And Commission Applicants for the Following Boards, Committees, And Commissions:
- **A.** Duncanville Community & Economic Development Corporation (DCEDC)
- **B.** Zoning Board Of Adjustment
- **C.** Planning & Zoning Commission
- **D.** Tax Increment Finance Reinvestment Zone Board (TIF)
- **E.** Neighborhood Vitality Commission
- **F.** Parks & Recreation Advisory Board
- **G.** Community Engagement Advisory Board
- **H.** Arts Commission
- **I.** Multicultural Commission

The City Council conducted its interviews with the various Board, Committee, and Commission Applicants: Donella Payne, Homer Fincannon, Grady Smithey, Jr., Carolyn Thompson, Linda Lydia, Bryan Kaeser (interviewed virtually), Sarah Macias, and Nancy Gutierrez.

4. Discuss Appointments, Dismissals, and Duties for the Boards, Commissions, And Committees

Following discussion of possible appointments, the City Council made recommendations for appointment at the next Regular City Council Meeting: Homer Fincannon, Multi-Cultural Commission; Linda Lydia, Community Engagement Advisory Board; Bryan Kaeser, Community Engagement Advisory Board; Sarah Macias, Arts Commission; and Nancy Gutierrez, Muli-Cultural Commission.

The City Council took a brief break from 7:47 p.m. to 8:00 p.m. Following its break, the City Council continued its interviews.

5. EXECUTIVE SESSION
The City Council convened into Executive Session, at 8:54 p.m., pursuant to the Texas Government Code Section 551.074, Personnel, to discuss appointments, dismissals and / or the duties of the Duncanville Community & Economic Development Corporation (DCEDC) and of the Planning & Zoning Commission (P&Z).

6. RECONVENE INTO OPEN SESSION
The City Council reconvened into Open Session, at 9:38 p.m., to consider taking any necessary action as a result of the Executive Session. The City Council made recommendations for appointments at the next Regular City Council Meeting: Donnella

Payne, DCEDC Board; and Carolyn Thompson, P&Z Commission.

ADJOURNMENT

Mayor Pro Tempore Veracruz adjourned the meeting at 9:42 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

Add City Secretary Signature and Mayor Gordon's Signature, upon approval.

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Consider an Ordinance amending Chapter 19 “Traffic”, Article I “In General”, Section 19-1. “Definitions” by adding a definition for oversized vehicles; by amending Chapter 19 “Traffic”, Article VI. “stopping, standing and parking” by amending Section 19-115 “standing or parking of trucks, tractors, trailers, and commercial vehicles”; by amending Section 19-116 “no parking and/or placement of oversized vehicle(s), storage unit, cargo container, or recreational vehicle on city streets” by adding subsections (b) and (c) and renumber current subsection (b) to subsection (d).

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:
Chris Freis, Assistant Chief of Police
Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:
Staff presented to the Council options on Residential Street Trailer Parking at the following meetings:

- October 18, 2022;
- December 6, 2022; and
- March 21, 2023.

Staff has taken Council's recommendations and worked with the City Attorney.

POLICY EXPLANATION:
The following changes have been implemented (Attachment 1):

Sec. 19-1. Definitions:
Oversized Vehicle: (1) any vehicle designed to transport more than 15 passengers, inclusive of the driver; (2) Any trailer or semi-trailer that is more than 20 feet from end to end, more than 7 feet at their widest point or more than 9 feet from the ground to its highest point; or (3) Any motor vehicle with a

gross weight registered weight or gross weight rating, as those terms are defined in state law, of more than 15,000 pounds, including but not limited to the following: Dump truck, Tractor- truck, Concrete Mixing truck, Stake-bed truck, Flat-bed tow truck, or Panel truck.

Sec. 19-115. Standing or parking of trucks, tractors, trailers, and commercial vehicles.

(a) It shall be unlawful for any operator, person or owner to leave, park or stand any truck-tractor, road-tractor, semi-trailer, ~~trailer,~~ or any commercial motor vehicle in any place or area within the city unless the place or area is zoned by the city as I ("Industrial")~~, I-1 ("Light Industrial"), or I-2 ("Heavy Industrial").~~

Sec. 19-116. No parking and/or placement of oversized vehicle(s), storage unit, cargo container, or recreational vehicle on city streets.

a. It shall be unlawful for any person or owner to leave, park, permit or allow any tractor, motor vehicle, semi-trailer, ~~trailer~~, commercial motor vehicle, storage container, cargo container, recreational vehicle, or any item of personal property which equals or exceeds any, or a combination thereof, eight feet in width, 11 feet in height or 36 feet in length, upon any public street, highway or right-of-ways with a width of 26 feet or more.
b. It shall be unlawful for any person or owner to leave, park, permit or allow any tractor, oversized motor vehicle, semi-trailer, commercial motor vehicle, storage container, cargo container, recreational vehicle, or any item of personal property, regardless of size, upon any public street, highway or right of way with a width of less than 26 feet.
c. No trailer, travel *trailer*, boat or boat *trailer* unable to operate under its own power shall be parked or stored on any public right-of-way in any district. For the connection or disconnection of such vehicles or *trailers*, provided such parking or standing shall not exceed two (2) hours in duration, unless hooked to an operable motor vehicle, and in no case, shall exceed forty-eight (48) hours.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Attachment 1 - Recommended Changes - (HIGHLIGHTED)
Attachment 2 - Ordinance No. - 2156R - Amending Chapter 19 Traffic - Trailer Ordinance

Sec. 19-1. Definitions.

For the purposes of this chapter, the following words and phrases have the meanings respectively ascribed to them by this section:

Alley: The entire width between property lines of every way or place other than a street having an official or legal name when any part thereof is open to public use as a matter of right and such way has a width of 25 feet or less.

Authorized emergency vehicle: Vehicles of the fire department (fire patrol), police vehicles, public and private ambulances for which permits have been issued by the state board of health, emergency vehicles of municipal departments or public service corporations as are designated or authorized by the governing body of an incorporated city, private vehicles operated by volunteer firemen or certified emergency medical service employees or volunteers while answering a fire alarm or responding to a medical emergency, and vehicles operated by blood banks or tissue banks, accredited or approved under the laws of this state or the United States while making emergency deliveries of blood, drugs or medicines, or organs.

Business district: The territory contiguous to and including a highway when, within any 600 feet along such highway, there are buildings in use for business or industrial purposes, including but not limited to hotels, banks or office buildings, railroad stations and public buildings, which occupy 300 feet of frontage on one side or 300 feet collectively on both sides of the highway.

Commercial passenger transportation: A mode of transportation provided by a bus or motor coach designed to accommodate more than ten passengers, including the operator, for compensation, and that is powered by a primary propulsion engine, not including railroad, light rail or taxicabs.

Crosswalk: That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadways. The word "crosswalk" also includes any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrians crossing by lines or other markings on the surface.

Driver: Every person who drives or is in actual physical control of a vehicle.

Fire lane: Any street or part of a street upon which parking is either restricted or prohibited for the purpose of facilitating the use or passage of equipment of the fire department.

Idle: The operation of an engine in the operating mode, where the engine is not engaged in gear, where the engine operates at a speed at the revolutions per minute specified by the engine or vehicle manufacturer for when the accelerator is fully released, and there is no load on the engine.

Intersection: The area embraced within the prolongation or connection of the lateral curb lines, or if none, then the lateral boundary lines of the roadways of two highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict. Where a highway includes two roadways, 30 feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two roadways 30 feet or more apart, then every crossing two roadways of such highways shall be regarded as a separate intersection.

Mechanical operations: The use of electrical tools or equipment in construction, maintenance or repair of facilities.

Motor vehicle: Every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from trolley wires, but not operated upon rails.

Official traffic-control devices: All signs, signals, markings and devices not inconsistent with this chapter placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, directing, warning or guiding traffic.

Official traffic signals: Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed.

Operator: Any person in actual physical control of or assuming control of a vehicle, railroad train or streetcar. An engineer shall be presumed prima facie to be in control of a railroad train.

Oversized Vehicle: (1) any vehicle designed to transport more than 15 passengers, inclusive of the driver; (2) Any trailer or semi-trailer that is more than 20 feet from end to end, more than 7 feet at their widest point or more than 9 feet from the ground to its highest point; or (3) Any motor vehicle with a gross weight registered weight or gross weight rating, as those terms are defined in state law, of more than 15,000 pounds, including but not limited to the following: Dump truck, Tractor- truck, Concrete Mixing truck, Stake-bed truck, Flat-bed tow truck, or Panel truck.

Owner: Any person who holds legal title to a motor vehicle or who has the legal right of possession or control of a motor vehicle.

Park: The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

Passenger transit operations: A regional mode of public transportation that is funded through a portion of sales tax for such region being served.

Police officer: Every officer of the city police department or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

Primary propulsion engine: A gasoline or diesel-fueled internal combustion engine attached to a motor vehicle that provides the power to propel the motor vehicle into motion and maintain motion.

Public place: Means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Railroad: A carrier of persons or property upon cars, other than streetcars, operated upon stationary rails.

Railroad trains: A steam engine, electric or other motor, with or without cars coupled thereto, operated upon rails, except streetcars.

Right-of-way: The right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

Roadway: That portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two or more separate roadways, the term "roadway" shall refer to any such roadway separately but not to all such roadways collectively.

Safety zones: Areas officially set apart within a roadway for the exclusive use of pedestrians and which are protected or are so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

Sidewalk: That portion of a street between the curblines, or the lateral lines of a roadway and the adjacent property lines, intended for the use of pedestrians.

Street or highway: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for the purposes of vehicular traffic.

Traffic: Pedestrians, ridden or herded animals, vehicles, streetcars, and other conveyances, either singly or together, while using any highway for purposes of travel.

Traffic-control device: All signs, signals, markings and devices placed or erected by the city for the purpose of regulating, warning or guiding traffic.

Traffic engineer: The city manager or such officer or employee of the city as the city manager may designate.

Urban district: The territory contiguous to and including any highway or street which is built up with structures devoted to business, industry or dwelling houses, situated at intervals of less than 100 feet for a distance of one-quarter of a mile or more on either side.

Vehicle: Every device, motorized or nonmotorized, the licensing or registration of which is required by the laws of the State of Texas or any other state or country, in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices used exclusively upon stationary rails or tracks.

(Ord. No. 365, §§ 1, 161, 2-11-66; Ord. No. 1682, § 1, 10-17-00; Ord. No. 2156, § 1, 9-20-11)

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

ATTACHMENT 1

Sec. 19-115. Standing or parking of trucks, tractors, trailers, and commercial vehicles.

(a) It shall be unlawful for any operator, person or owner to leave, park or stand any truck-tractor, road-tractor, semi-trailer, ~~trailer,~~ or any commercial motor vehicle in any place or area within the city unless the place or area is zoned by the city as I ("Industrial"), ~~I-1 ("Light Industrial"), or I-2 ("Heavy Industrial").~~

(b) In addition to or in lieu of any other penalty, sanction or remedy, the city may cause a vehicle and any property on or in the vehicle which is parked on or adjacent to a public street, highway or alley, or which is parked in a public place, in violation of this section to be removed and stored at a vehicle storage facility at the vehicle owner's or operator's expense.

(c) In addition to or in lieu of any other penalty, sanction or remedy, the city may take possession of and cause a vehicle and any property on or in the vehicle which is parked in a parking lot in violation of this section to be removed and stored at a vehicle storage facility at the vehicle owner's or operator's expense if either:

(1) Signs are posted which face and are conspicuously visible to the driver of a vehicle that enters the parking lot and which:

a. Clearly and conspicuously state that unauthorized vehicles will be towed at the owner's or operator's expense;

b. Are permanently mounted on a pole, post, wall or permanent barrier; and,

c. Are located at each driveway or curb-cut through which a vehicle can enter the parking lot entrance; or

(2) A conspicuous written notice has been placed on the front windshield of the vehicle or on a conspicuous part of the vehicle which states that the vehicle is an unauthorized vehicle and that unauthorized vehicles will be towed at the owner's or operator's expense if not removed within four hours.

(d) The provisions of this section and of subsection (c) hereof shall apply to parking lots, regardless of whether the parking lot is publicly or privately owned, and includes commercial parking lots and facilities, and parking areas serving or adjacent to businesses, churches, schools, apartment complexes, and homes.

(e) It shall be a defense, and this section shall not apply, if:

(1) The vehicle is not more than one truck-tractor and one semi-trailer used for railroad purposes on railroad property, provided that they are left, parked or positioned between the main structure on the property and the railroad right-of-way;

(2) The parking or standing of the vehicle is for the purpose of expeditiously loading and unloading passengers, freight, merchandise or property;

(3) The vehicle is operated or used by a church, day care center, United States Postal Service, the Duncanville Independent School District, or the City of Duncanville where such vehicle is parked on a designated parking lot of the church, day care center, United States Postal Service, school district, or city;

(4) The vehicle is being used by a public utility company, the city or its contractors while engaged in constructing, repairing or extending streets, public service utilities or city services;

(5) The vehicle is a bus taking on or discharging passengers at a designated bus stop;

(6) The vehicle has a mechanical defect which prevents its safe operation and the defect has disabled the vehicle en route, and in this event it shall not be unlawful to stand or park the vehicle during the time necessary to make emergency repairs; or

(7) The operator of the vehicle is a bona fide resident or guest of a hotel/motel and the vehicle is parked upon the hotel/motel parking lot.

(f) It shall not be a defense to the enforcement of this section or any subsection hereof that the driver or owner of the vehicle had the consent of the owner of the land, place or area to stand or park the vehicle at the time and place the offense occurred or the vehicle was removed.

(g) As used herein, the term "commercial motor vehicle" shall mean a motor vehicle used to transport persons or property that:

(1) Has a gross vehicle weight rating of 14,001 or more pounds, or a classification of Class 4 or greater per Figure 21 of the Federal Highway Administration's Field Operations Guide for Safety/Service Patrol, dated December 2009, or a trailer with a gross trailer weight rating of 5,001 or more pounds, or

(2) Is transporting hazardous materials and is required to be placarded under 49 C.F.R. Part 172, Subpart F.

(h) In a prosecution for an offense under this section, it shall be presumed that the registered owner of an unattended vehicle standing or parked in violation of this section was the person who stood or parked the vehicle at the time and place the offense occurred.

(Ord. No. 1617, § 1, 1-4-00; Ord. No. 1767, § 1, 11-6-01; Ord. No. 2331, § 1, 12-19-17)

Sec. 19-116. No parking and/or placement of oversized vehicle(s), storage unit, cargo container, or recreational vehicle on city streets.

(a) (a) It shall be unlawful for any person or owner to leave, park, permit or allow any tractor, motor vehicle, semi-trailer, ~~trailer~~, commercial motor vehicle, storage container, cargo container, recreational vehicle, or any item of personal property which equals or exceeds any, or a combination thereof, eight feet in width, 11 feet in height or 36 feet in length, upon any public street, highway or right-of-ways with a width of 26 feet or more.

(b) It shall be unlawful for any person or owner to leave, park, permit or allow any tractor, oversized motor vehicle, semi-trailer, commercial motor vehicle, storage container, cargo container, recreational vehicle, or any item of personal property, regardless of size, upon any public street, highway or right of way with a width of less than 26 feet.

(c) No trailer, travel trailer, boat or boat trailer unable to operate under its own power shall be parked or stored on any public right-of-way in any district. For the connection or disconnection of such vehicles or trailers, provided such parking or standing shall not exceed two (2) hours in duration, unless hooked to an operable motor vehicle, and in no case, shall exceed forty-eight (48) hours.

(d) It shall be a defense to a violation as set forth in subsection (a) or (b) if:

(1) Said item of personal property or vehicle is for the purpose of actively loading or unloading freight or merchandise.

(2) The said vehicle, semi-trailer, trailer, commercial motor vehicle, storage container, cargo container or item of personal property is being used by a public utility company the city or any of its contractors while engaged in construction, repairing or extending streets, public service utilities, or any other city services.

(c) In a prosecution of an offense under this section, it shall be presumed that the registered owner of an unattended vehicle, trailer, commercial motor vehicle, cargo container, storage unit or item of personal property was the person who caused, permitted, suffered or allowed such vehicle or item of personal property to be placed in the city street, highways and/or right-of-ways.

(d) In addition to any other remedies under the code, the city manager or designee may abate such nuisance and cause the removal of such vehicle, semi-trailer, trailer, commercial motor vehicle, storage container, cargo container or item of personal property.

(Ord. No. 2218, § 1, 4-1-14)

ORDINANCE NO. 2156R

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19 "TRAFFIC", ARTICLE I "IN GENERAL", SECTION 19-1. "DEFINITIONS" BY ADDING DEFINITION FOR OVERSIZED VEHICLES; BY AMENDING CHAPTER 19 "TRAFFIC", ARTICLE VI. "STOPPING, STANDING AND PARKING" BY AMENDING SECTION 19-115 "STANDING OR PARKING OF TRUCKS, TRACTORS, TRAILERS, AND COMMERCIAL VEHICLES"; BY AMENDING SECTION 19-116 "NO PARKING AND/OR PLACEMENT OF OVERSIZED VEHICLE(S), STORAGE UNIT, CARGO CONTAINER, OR RECREATIONAL VEHICLE ON CITY STREETS" BY ADDING SUBSECTIONS (B) AND (C) AND RENUMBER CURRENT SUBSECTION (B) TO SUBSECTION (D); PROVIDING A PENALTY CLAUSE; SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City") desires to amend its Traffic section in the Code of Ordinances; and

WHEREAS, the City Council of the City has determined that amending said sections of the Code of Ordinances promotes the safety, and welfare of the City and its residents.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Chapter 19 "Traffic", Article I "In General" by amending Section 19-1 "Definitions" to hereinafter read as follows:

"CHAPTER 19 – TRAFFIC

ARTICLE 1. – IN GENERAL

Sec. 19-1. - Definitions.

For the purposes of this chapter, the following words and phrases have the meanings respectively ascribed to them by this section:

Alley: . . . . .

. . . . .

Operator . . . . .

Oversized Vehicle: (1) any vehicle designed to transport more than 15 passengers, inclusive of the driver; (2) Any trailer or semi-trailer that is more than 20 feet from end to end, more than 7 feet at their widest point or more than 9 feet from the ground to its highest point; or (3) Any motor vehicle with a gross weight registered weight or gross weight rating, as those terms are defined in state law, of more than 15,000 pounds, including but not limited to the following: Dump truck, Tractor- truck, Concrete Mixing truck, Stake-bed truck, Flat-bed tow truck, or Panel truck.

Owner: . . . . .”

SECTION 2. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Chapter 19 “Traffic”, Article VI. “Stopping, standing and parking” by amending Section 19-115 “Standing or parking of trucks, tractors, trailers, and commercial vehicles” to hereinafter read as follows:

“CHAPTER 19 – TRAFFIC

ARTICLE I. – IN GENERAL

. . . . .

ARTICLE VI. – STOPPING, STANDING AND PARKING

Sec. 19-105. – Parking prohibited generally.

. . . . .

Sec. 19-115. Standing or parking of trucks, tractors, trailers, and commercial vehicles.

(a) It shall be unlawful for any operator, person or owner to leave, park or stand any truck-tractor, road-tractor, semi-trailer, or any commercial motor vehicle in any place or area within the city except I ("Industrial") Zone District.

(b) . . . . .”

SECTION 3. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Chapter 19 “Traffic”, Article VI. “Stopping, standing and parking” by amending Section 19-116 “No parking and/or placement of oversized vehicle(s), storage unit, cargo container, or recreational vehicle on city streets” by adding new subsections (b) and (c) and renumbering current subsection (b) to (d) to hereinafter read as follows:

"CHAPTER 19 – TRAFFIC

ARTICLE I. – IN GENERAL

. . . . .

ARTICLE VI. – STOPPING, STANDING AND PARKING

Sec. 19-105. – Parking prohibited generally.

. . . . .

Sec. 19-116. No parking and/or placement of oversized vehicle(s), storage unit, cargo container, or recreational vehicle on city streets.

(a) It shall be unlawful for any person or owner to leave, park, permit or allow any tractor, oversized motor vehicle, semi-trailer, commercial motor vehicle, storage container, cargo container, recreational vehicle, or any item of personal property, regardless of size, upon any public street, highway or right of way twenty-six feet (26') or wider.

(b) It shall be unlawful for any person or owner to leave, park, permit or allow any tractor, motor vehicle, semi-trailer, commercial motor vehicle, storage container, cargo container, recreational vehicle, or any item of personal property which equals or exceeds any, or a combination thereof, eight feet (8') in width, eleven feet (11') in height or thirty-six feet (36') in length, upon any public street, highway or rights-of-way with a width of 26 feet or more.

(c) It shall be unlawful for any person to have a trailer, travel trailer, boat or boat trailer, unable to operate under its own power, and shall not be parked or stored on any public right-of-way. For the connection or disconnection of such vehicles or trailers, provided such parking or standing shall not exceed two (2) hours in duration, unless hooked to an operable motor vehicle, and in no case, shall exceed forty-eight (48) hours.

(d) It shall be a defense to a violation as set forth in subsection (a) or (b) if:

. . . . ."

SECTION 4. *Penalty.* Any person who violates any provision of this Ordinance shall be guilty of an offense and be punished by a fine not to exceed Two Thousand Dollars ($2,000). Each and every day such violation is continued shall be deemed to constitute a separate offense.

SECTION 5. *Severability.* 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 6. *Conflict of Ordinances*. That all provisions of the Ordinances of the City of Duncanville, Texas, conflicting 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 7. *Savings Clause.* All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting dangerous and substandard buildings within the City which are pending or have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8. *Open Meeting.* It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

SECTION 9. *Effective Date.* This Ordinance shall become effective from and after its date of passage in accordance with law.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of April 2023.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Juanita Willman, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Consider a Resolution authorizing the annual procurement of senior meal program services with Visiting Nurse Association of Texas, in the unit amount bid through the City of Grand Prairie cooperative purchasing agreement #22140 with an annual estimated expenditure amount of $75,000.00.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation
Noel Garcia, Recreation and Senior Center Superintendent

BACKGROUND/HISTORY:
For over 35 years, the senior citizens of Duncanville have been provided a daily lunch program through the Nutrition Program for the Elderly via the United States Department of Health and Human Services, and the Administration on Aging. The program is administered locally by the Texas Department of Aging and Disability Services (DADS), and the Dallas Area Agency on Aging (DAAA). The Duncanville D.L. Hopkins Jr. Senior Center currently serves 25-60 meals daily through this program.

The Duncanville City Council originally approved the annual authorization for the procurement of senior meals through the City of Grand Prairie's Contract at its August 19, 2014 meeting and again at its November 20, 2018 meeting. It has since been renewed yearly by both Grand Prairie and Duncanville. Grand Prairie last competitively bid the meal services on October 27, 2022 with the Visiting Nurse Association of Texas again being selected as the lowest, most responsible bidder.

The Visiting Nurse Association of Texas currently provides congregate meals for 21 senior centers in Dallas County. Menus are planned by a registered dietitian and meet the nutritional needs of seniors. Nutritional education presentations are pre-approved and provided by a registered dietitian. In addition, the Visiting Nurse Association of Texas offers a variety of educational presentations on aging related issues (medication management, heart healthy, Alzheimer's disease, grief and loss, etc.) that are utilized by the Duncanville Senior Center.

The highlights of the City of Grand Prairie annual contract include:

Terms - October 1, 2022 - September 30, 2023
Contract and Renewals - One (1) year contract with four (4) one (1) year renewals
Termination - with or without case by City with 30 day-advance notice
Nutrition Program guidelines and rules
Food quality standards
Inspection requirements for off-site meal preparation
Dietary guidelines
$3.93 per meal

POLICY EXPLANATION:
This Resolution reflects the annual purchase cost of meals for the D.L. Hopkins Jr. Senior Center and is estimated at $75,000.00 for the projected 19,000 meals. The Hopkins Senior Center is prohibited from charging any fees per DAAA and federal regulations for persons age sixty (60) and over. As such, the meal program is available to any person aged sixty (60) and over free of charge; however, a voluntary contribution of $1.00 per meal is requested from each diner. The voluntary contribution rate is monitored daily and currently, the center receives an average of $0.30 per diner, per day. The $1.00 voluntary contribution rate is set by the Share and Care Site Council, a required local committee who oversees the meal service program and provides feedback to DAAA, city staff and the meal vendor. In addition, diners are not required to be members of the senior center. Meals may be purchased at full price ($9.11) for anyone under the age of sixty.

The meal services program is administered locally by DAAA, which governs participants' guidelines and federal funding. The City of Duncanville is a long-standing participant of the program and has received approved grant funding for FY 2023. This program is self-supporting with the reimbursement grant from DAAA and voluntary contributions from the users of the program.

Texas Local Government Code Section 271.102 provides for the voluntary participation in cooperative purchasing programs with another local government or a local cooperative and satisfies any state law requiring competitive bids.

FUNDING SOURCE:

ORG and Object Number
13014000-700450-DAAA

Available Budget	**Purchase Amount**	**After Encumber**
$200,000.00	$75,000.00	$125,000.00

ACTION ALTERNATIVES:
1. Approve funding in the amount of $75,000.00 for the annual procurement of senior meal program services with Visiting Nurse Association of Texas.
2. Do not provide funding for for the annual procurement of senior meal program services with Visiting Nurse Association of Texas.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2023-019 - VNA Contract for Senior Meals - Pdf

RESOLUTION NO. 2023-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ANNUAL PROCUREMENT OF SENIOR MEAL PROGRAM SERVICES WITH VISITING NURSE ASSOCIATION OF TEXAS, IN THE UNIT AMOUNT BID THROUGH THE CITY OF GRAND PRAIRIE COOPERATIVE PURCHASING AGREEMENT #22140 WITH AN ANNUAL ESTIMATED EXPENDITURE AMOUNT OF $75,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has provided the senior citizens of Duncanville a daily lunch program for more than 35 years through the Nutrition Program for the Elderly via the United States Department of Health and Human Services, and the Administration on Aging; and

WHEREAS, the program is administered locally by the Texas Department of Aging and Disability Services, and the Dallas Area Agency on Aging (DAAA); and

WHEREAS, the Duncanville D.L. Hopkins Jr. Senior Center currently serves 25-60 meals daily through this program; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie; and

WHEREAS, the lowest responsible bid was awarded to Visiting Nurse Association of Texas.

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

SECTION 1. The City of Duncanville, Texas, does hereby approve the annual procurement of senior meal program services with Visiting Nurse Association of Texas, in the unit amount bid through a City of Grand Prairie Cooperative with an annual estimated annual expenditure of $75,000.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the appropriate and necessary documents and/or purchase orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of April, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

Contract Coversheet

Dept:* Purchasing

Contract ID: 22325

For: Parks, Arts & Recreation

Bid Number: 22140

Contact Name: Chantel L Winfield

Contact Phone:* 8045

Contact Email:* cwinfield@gptx.org

Vendor Name: The Visiting Nurse Association of Texas

Vendor Email: cpatrick@gptx.org

Project Name: The Congregate Meal Program

Summary: Initial Contract

Permanent Retention*

- ○ Yes
- ◉ No

Contract Amount

$ 196,500.00

Total Contract Amount over all terms

$ 982,500.00

Account #

Work Order #

Dates

Implementation Date	Termination Date	Council Approval Date
1/1/2023	12/31/2023	2/7/2023

Contract Approvals

Department Manager:

Cathy Patrick

Date 2/27/2023

City Attorney Signature

Akeem Ayinde

Date 3/2/2023

EXHIBIT "A"

City Manager Signature

Cheryl Y. De Leon

Date 3/2/2023

City Secretary Signature

Gloria Colvin

Date 2/24/2023

Email

EXHIBIT "A"

CITY OF GRAND PRAIRIE
SERVICES ANNUAL CONTRACT

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY"), and **THE VISITING NURSE ASSOCIATION OF TEXAS** (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide **Congregate Meal Program** per bid award resulting from VENDOR's response to RFB #22140, submitted by Megan Vick, on November 15, 2022.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Daniel Cauthen or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.

B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDORS bid to CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more, less, or none of the services depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract.

C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be competent and fully qualified to do the work described in this Contract, the services performed shall be performed in a good and workmanlike manner, and the finished product shall be fit for the particular use(s) contemplated by this agreement.

EXHIBIT "A"

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed one hundred ninety-six thousand five hundred dollars ($196,500.00) without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The city will pay invoices as work is completed and within 30 days after receipt of an invoice or certification by the City that the work is performed in a good and workmanlike manner, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of January 1, 2023. No new orders shall be accepted, against this Contract term, after midnight on December 31, 2023. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

EXHIBIT "A"

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes, and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to ensure, in connection with any work under this Contract, VENDOR, VENDOR'S associates, sub-vendors, and employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical or mental handicap, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain, and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

EXHIBIT "A"

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be performed in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be $1,000,000.00 per occurrence / $2,000,000 aggregate for general liability and for property damage, and $1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and VENDOR shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

EXHIBIT "A"

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures, and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. ADDITIONAL VERIFICATIONS

VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

XX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas, without regard to any conflict of law rules.

EXHIBIT "A"

XXI. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:
City of Grand Prairie
ATTN: Chantel L. Winfield, Sr. Buyer| Purchasing Division
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8045 | Email purchasingfax@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Daniel Cauthen, General Manager, The Summit
2975 Esplanade, Grand Prairie, TX 75052
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8243| Email dcauthen@gptx.org

VENDOR:
The Visiting Nurse Association of Texas
ATTN: Katherine Krause, President and Chief Executive Officer
1420 W. Mockingbird Lane, Dallas, TX, 75247-5051
Phone 214-689-0000 | Email ceo@vnatexas.org

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

XXII. SEVERABILITY

In the event that any provision contained in this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

EXHIBIT "A"

XXIII. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

XXIV. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

XXV. NON-COLLUSION

VENDOR represents and warrants that VENDOR has not given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration to any person as an inducement to or in order to obtain the work to be provided to the CITY under this Contract. VENDOR further agrees that VENDOR shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the CITY under this Contract) for any of the services performed by VENDOR under or related to this Contract. If any such gift, bonus, commission, money, or other consideration is received by or offered to VENDOR, VENDOR shall immediately report that fact to the CITY and, at the sole option of the CITY, the CITY may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to VENDOR under this Contract.

EXECUTED this the 24th day of February, 2023.

CITY OF GRAND PRAIRIE, TEXAS

By: _____
Deputy City Manager

ATTEST:

_____
for Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

_____
[redacted]
By Akeem Ayinde, Assistant City Attorney

THE VISITING NURSE ASSOCIATION OF TEXAS

By: Katherine Krause
Printed

Name: Katherine Krause

Title: President and CEO

Bid Results

Bidder Details

Vendor Name	The Visiting Nurse Association of Texas
Address	1420 West Mockingbird Lane Suite 700 Dallas, Texas 75247 United States
Respondee	Megan Vick
Respondee Title	Director, Production/Distribution/Facilities Mgmt
Phone	214-689-2437
Email	vickm@vnatexas.org
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	11/15/2022 11:25 AM (CST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	309666

Respondee Comment

Buyer Comment

Attachments

File Title	File Name
City of Grand Prairie RFB 22140 - Congregate Meal Program	City of Grand Prairie RFB 22140 - Congregate M

City of Grand Prairie

Congregrate Meal Program (22140), bidding on 11/17/2022 2:00 PM (CS EXHIBIT "A"

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total
Section 1							$196,500.0000
1			Meals	EA	50000	$3.9300	$196,500.0000

Bid Results

Bidder Details

Vendor Name	The Visiting Nurse Association of Texas
Address	1420 West Mockingbird Lane Suite 700 Dallas, Texas 75247 United States
Respondee	Megan Vick
Respondee Title	Director, Production/Distribution/Facilities Mgmt
Phone	214-689-2437
Email	vickm@vnatexas.org
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	11/15/2022 11:25 AM (CST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	309666

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
City of Grand Prairie RFB 22140 - Congregate Meal Program FINAL.pdf	City of Grand Prairie RFB 22140 - Congregate Meal Program FINAL.pdf	Response File General Attachment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$196,500.0000		
1			Meals	EA	50000	$3.9300	$196,500.0000	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	**$196,500.0000**
Grand Total	**$196,500.0000**

EXHIBIT "A"

Visiting Nurse Association
Meals on Wheels
Hospice & Palliative Care

November 15, 2022

Chantel Winfield
Sr. Buyer, Purchasing
City of Grand Prairie, 300 W. Main St.
Grand Prairie, TX 75050

Re: Bid Number 22140 – Congregate Meal Program

Dear Ms. Winfield:

Enclosed is VNA's response to your invitation to bid for the congregate meal program for the City of Grand Prairie Parks and Recreation at The Summit at Central Park utilizing www.planetbids.com. As agreed, the RFB is being submitted with electronic signatures. VNA truly appreciates and enjoys providing congregate meals for The Summit and hopes to continue our relationship as your meal service provider. Thank you for including VNA in the bid process.

Sincerely,

Megan L. Vick
Director, Production/Distribution/Facilities Mgmt.
Visiting Nurse Association

Enclosure

(800) 225-5862 | 1420 West Mockingbird Ln., Suite 700 | Dallas, Texas 75247 | vnatexas.org

EXHIBIT "A"

Visiting Nurse Association
Meals on Wheels
Hospice & Palliative Care

RFB # 22140 – Congregate Meal Program

c/o Chantel Winfield, Senior Buyer
City of Grand Prairie / Purchasing
300 W. Main Street
Grand Prairie, Texas 75050

EXHIBIT "A"

CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 22140 – Congregate Meal Program

DUE DATE: PRIOR TO 2PM ON NOVEMBER 17, 2022

DUE TO: Chantel L. Winfield, Sr. Buyer
Purchasing Division
300 W. Main Street
Grand Prairie, Texas 75050
www.planetbids.com

CLEARLY MARK BID AS "RFB # 22140"

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.

EXHIBIT "A"

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EXHIBIT "A"

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received via www.PlanetBids.com until November 17, 2022, at 2:00 p.m. at that time publicly opened and read via teleconference for the following:

RFB # 22140 – Congregate Meal Program

Further information and specifications may be obtained at www.planetbids.com, www.gptx.org, or from the Purchasing division at (972) 237-8045.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Publish: October 27, 2022, & November 10, 2022

EXHIBIT "A"

1. **PROJECT SCOPE**

   It is the intent of this specification to obtain annual contract for the purchase of congregate meals for the City of Grand Prairie Parks and Recreation, Epic Central. This agreement shall begin December 14, 2022.

2. **SERVICE**

   2.1 Vendor shall provide and furnish meals as requested by the City of Grand Prairie for the senior citizen meal program located at Epic Central, 2975 Esplanade, Grand Prairie, Texas, 75052. The Vendor shall maintain food preparation facilities in a sanitary condition at all times, employ and train food service employees, use standard food cost control methods, furnish supervisory personnel in setting up and maintaining the operation at a high standard, do all buying and recordkeeping, including payrolls.

   2.2 Food preparation facilities must be properly registered and inspected. Copies of the inspection reports must be forwarded to the CITY when received.

   2.3 All statutes, guidelines, laws, standards and regulations regarding food service and senior meals must be followed. Copies of the Texas Department of Ageing and Disability Services (DADS) for AAA-TA 305 (Nutrition Program Guidelines-Compliance with the Dietary Reference Intakes (DRIs) and Dietary Guidelines for Americans (DGA) Requirements) and for AAA-TA-314 (Nutrition Standards DRIs and DGA) are attached below. This includes current and any future changes, (ex. DRA to RDI).

   2.4 All meals shall be prepared and delivered by Vendor to Epic Central, 2975 Esplanade, Grand Prairie, TX 75052.
   Vendor will provide:
   - Meals in bulk/pre-plated
   - Plates, cups, napkins/silverware, hairnets, gloves
   - One set of scoops
   - One thermometer
   - Box lunches w/at least a 2-day advance order
   - Menus

   2.5 Meal Schedule – Food must be delivered by 11:15am. Lunch is provided and served daily at 12:00 PM, Monday through Friday, with the exception of weekends and designated holidays, to include New Years, Martin Luther King, Memorial Day, Independence Day, Memorial Day, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve and Christmas Day.

   2.6 Vendor agrees to deliver ready to eat bulk foods in industry-standard, metal steam table pans or disposable aluminum pans, or other containers reasonably suitable for the food packing.

3. **DESCRIPTION OF PRODUCTS**

   3.1 Food used in the preparation of meals shall meet the following minimum standard.
   - Canned fruits and vegetables shall be USDA Grade A or Fancy.
   - Fresh fruit and vegetables shall be U.S. Fancy, U.S. No.1 or better.
   - Eggs and dairy products shall be USDA Grade A or better. Low fat (2%) milk shall be used.
   - Pork shall be No 1 and tender with minimum fat content
   - Poultry shall be USDA Grade A. Serving portion shall include a breast and a wing, leg or thigh. Chicken quarters shall come from a 2 lb. or larger chicken to provide 2.5 oz. cooked meat. If chicken quarters are served, the pan must contain 50% white meat and 50% dark meat.

- Ground beef shall be USDA Grade Utility or better with a maximum fat content of 20% and a maximum textured vegetable protein content of 7%.
- Roast beef shall have no more than 7% filler.
- No salt or pepper shall be added to the food following its preparation. Iodized salt shall be available and black pepper for seasoning during food consumption.
- All foods shall be prepared from standardized recipes to ensure consistent quality.
- Vendor shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.
- Vendor shall ensure that meals are delivered to the meal sites at proper temperature: hot food shall be 140 degrees Fahrenheit or higher; cold food at 40 degrees or colder; and frozen food at 32 degrees Fahrenheit or colder. Vendor shall use proper transport equipment to maintain safe holding temperatures.
- Meals shall consist of the following: 2.5 oz. cooked serving of protein obtained from the entree, 2-1/2 cup serving of vegetables and or fruits, 1 serving of bread, 1 serving of margarine, and 1-1/2 pint serving of 2% milk.
- Vendor shall provide condiments suitable for people age sixty (60) years or older.
- Vendor shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor, and taste.

3.2 All meals should meet or exceed the one-third daily recommended allowance for people sixty (60) years old or older. Each menu cycle, with complete analysis, shall be submitted to the CITY not less than 24 hours prior to implementation for the CITY's review.

3.3 All meals shall be served as planned. When substitutions are unavoidable, a written request shall be emailed to the CITY for approval prior to implementation. Contact shall be designated at time of award.

3.4 Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

4. VENDOR QUALIFICATIONS

4.1. Vendor must be engaged in the business of providing congregate meal services for a minimum of five years within the last seven years.

4.2. Vendor must have a current Licensed Dietitian on staff; the license shall be issued by the Texas Department of License and Regulation and be maintained throughout the term of the contract.

4.3. Vendor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.

4.4. Vendor must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The Vendor shall choose references that illustrate the Vendor's ability, capacity, and skill to perform the contract as specified.

4.5. Vendor's facility that will be used as the primary point for providing service to the City must be located within 40 miles of the City's City Hall.

EXHIBIT "A"

5. PAYMENT AND INVOICING

5.1. **Payment** - The supplies furnished in accordance with this specification will be paid for at the unit price or percentage discount bid within 30 days of receipt of good or invoice, whichever is later unless the on-line ordering option and/or procurement card payment option is utilized.

5.2. **Invoicing** - The following requirement applies to all invoices. Invoices must reference a purchase order number. Separate invoices are required for each order and shall be sent to the ordering department. The invoice should include the following: As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request. Invoices shall include but not limited to:

- **5.2.1.** Purchase Order number
- **5.2.2.** Invoice number
- **5.2.3.** Contract rates
- **5.2.4.** Quantity ordered
- **5.2.5.** Total amount due

6. SAFETY REQUIREMENTS

6.1 The Vendor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Vendor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.

6.2 All employees shall follow all applicable safety procedures, have appropriate safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.

7. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Release Bid	October 27, 2022
Deadline for Questions	November 10, 2022
Responses to Questions	November 11, 2022
Deadline for Receipt of Bids	November 17, 2022
Council Date	December 13, 2022

8. CONTACT

Information, questions, or clarification concerning the intent of this RFB should be in writing and addressed to Chantel L. Winfield at cwinfield@gptx.org by 4:00 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie's response to questions and requests for clarification will be issued in the form of an addendum and will be posted to Planet Bids (www.planetbids.com).

EXHIBIT "A"

9. BID EVALUATION/CRITERIA

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject any and all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter any contract deemed to be in the best interest of the city.

EVALUATION CRITERIA	POINTS
The Purchase Price	40
The Reputation of the Vendor (Based on references)	20
Extent goods/services meet City's needs, i.e. Menu Choices	30
Experience with the City of Grand Prairie or another municipality	10
TOTAL POSSIBLE POINTS	**100**

10. SUBMITTAL RESPONSE GUIDELINES

Vendor's response to this Request for Bid shall include:

10.1. Completed and signed proposal checklist.

10.2. Bid Pricing Form filled in with unit prices, extended prices, and total.

10.3. Questionnaire and References pages 1 - 2 answered. References provided should be for similar work/projects with up-to-date contact information (phone and email).

10.4. Bid Affirmation form reviewed and signed.

10.5. Completed Historically Underutilized Business Questionnaire and Additional Verifications Form.

11. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The annual contract shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The city may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful Vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

EXHIBIT "A"

—TECHNICAL ASSISTANCE MEMORANDUM—

Texas Department of Aging and Disability Services (DADS) – Access and Intake Division

TITLE:	Nutrition Programs Guidelines - Compliance with the Dietary Reference Intakes (DRIs) and Dietary Guidelines for Americans (DGA) Requirements	**NUMBER:**	AAA-TA 305
SECTION:	Area Agencies on Aging	**APPROVAL:**	Betty Ford
ISSUE DATE:	4/7/11	**REVISION DATE:**	NA
RELEVANT CITATIONS:	OAA §339(1) (2)(A)(i)-(iii); 40 TAC, Chapter 55 – Contracting to Provide Home-Delivered Meals		
DISTRIBUTION:	☐ Executive Director ☒ Director ☐ Fiscal Director ☒ AAA Section Staff		

This technical assistance memorandum (TA) provides guidance and possible options area agencies on aging (AAA) and nutrition program service providers can use to meet menu requirements to assure compliance with the Older Americans Act (OAA), as amended in 2006, Section 339 (2)(A)(i) - (iii). This TA supplements the Nutrition Programs Guidelines-Compliance with the Dietary Reference Intakes (DRIs) and Dietary Guidelines for Americans (DGA)-Program Instruction, AAA-PI 314. This TA replaces AAA-TA 302.

Background:

OAAs requirements are based on the scientific evidence that indicates adequate nutrition is necessary to maintain cognitive and physical functioning; to prevent, reduce and manage chronic disease and disease related disabilities; and sustain health and quality of life. These requirements ensure the provision of safe and nutritious meals that:

1) Comply with the most recent Dietary Guidelines for Americans (DGA) jointly issued and updated every five years by the Departments of Agriculture and Health and Human Services; and
2) Provide to each participating older individual:
   - a minimum 33 1/3% of the Dietary Reference Intakes (DRI) established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences if the project provides one meal per day;
   - a minimum 66 2/3% of the DRI if the project provides two meals per day; and
   - 100 percent of the DRI if the project provides three meals per day.

The Nutrition Programs Guidelines seek to update and align with the most recent DGA and DRIs to support more fruits, vegetables, and whole grains; reduce the sodium content of the meals substantially over time; and control fat and calorie levels in the meals.

Dietary Guidelines for Americans 2010

The Department of Health and Human Services (HHS) and the Department of Agriculture (USDA) publish the Dietary Guidelines for Americans jointly every five years. The DGA provide authoritative advice for people two years and older about how good dietary habits can promote health and reduce risk

for major chronic diseases. They serve as the basis for Federal food and nutrition education programs. The new 2010 Dietary Guidelines for Americans focus on balancing calories with physical activity to manage weight.

The Guidelines also encourage Americans to consume more healthy foods emphasizing potassium, fiber, calcium, and vitamin D nutrient rich food sources. This includes:

- vegetables
- fruits
- whole grains
- fat-free and low-fat dairy products
- seafood

Foods and food components to reduce in the diet include:

- sodium- 1500 mg or less per day for adults 51+
- saturated fatty acids—less than 10% of calories
- trans fats—as low as possible
- cholesterol—less than 300 mg per day
- calories from solid fats and added sugars
- refined grains
- alcohol

The 2020-2025 Dietary Guidelines is available at www.dietaryguidelines.gov or through http://www.hhs.texas.gov.

Dietary Reference Intakes

DRI is a system of nutrition recommendations from the Institute of Medicine (IOM) of the U.S. National Academy of Sciences. The DRI system is used by both the United States and Canada and is intended for the general public and health professionals. It was introduced in 1997 in order to broaden the existing guidelines known as Recommended Dietary Allowances (RDAs). The current DRI recommendation is composed of four catagories:

- Estimated Average Requirements (EAR);
- Recommended Dietary Allowances (RDA);
- Adequate Intake (AI); and
- Tolerable Upper Intake Levels (UL).

For the purposes of the Nutrition Program Guidelines, the RDA value will be used in documentation of nutritional adequacy when the AI value has not been determined. (Attachment A).

Consumer Input

Obtain consumer input when planning menus. This input can be obtained through menu committees, food preference surveys, focus group, or other methods to solicit input. Providing culturally or ethnically appropriate, high quality, and tasty meals can be an effective outreach to the target population.

Principles of Menu Planning

Food served in the same meals should provide variety in texture, flavor and color. A good rule is to include in a menu a crisp, a firm, and a soft food. This will guard against meals monotonous in texture.

Several highly seasoned foods should not be combined in one meal. Foods that make an attractive color combination tend to stimulate the appetite.

Cost Control

Careful planning is essential if meals are to remain within budgeted costs, be appealing to the consumer, and assure compliance with the Nutrition Program Guidelines. To control meal cost, careful consideration should be given to the following:

- use of raw foods vs. convenience foods on the menus;
- food availability or seasonal foods;
- purchasing practices that provide the correct quantity, the best quality at the right price;
- food storage procedures and equipment to minimize loss or waste;
- labor skill and number of employees to maximize efficiency; and
- packaging/food containers to support food safety and temperature control.

A key to cost control in menu planning is the use of cycle menus and standardized recipes in menu planning.

Cycle Menus

A cycle menu is a menu set providing a different menu every day and repeats itself after a number of weeks. A cycle menu set for the nutrition program is usually four to six weeks in length with four cycle menu sets provided per year (spring, summer, fall, winter cycles). Development of a cycle menu should consider:

- available storage for food;
- purchasing & delivery schedule of vendors;
- production limitations based on labor, equipment, number of meals;
- seasonal foods available; and
- regional or traditional foods of the participant served.

The advantages of a cycle menu are:

- reduces menu planning time;
- streamlines purchasing procedures;
- helps standardize food production;
- helps the food service become more efficient;
- serves as a training tool; and
- aids in evaluating food service-quality, efficiency, and costs.

Standardized Recipes

A standardized recipe is one that has been repeatedly tested for consistency, quality, and yield therefore using the same procedures, equipment, and ingredients will produce the same product each time prepared. The advantages of using standardized recipes include:

- customer satisfaction due to a high quality product;
- consistent nutrient content because the same ingredients/amounts are used;
- food cost control due to reduced food waste in storage and preparation;
- efficient purchasing by knowing exact amounts of food to purchase;

- labor control through utilizing staff skills efficiently; and
- supports portion control by providing detailed information about the serving size, serving utensil and yield.

There are several sources for reliable standardized recipes.

- Food for Fifty by Mary K. Molt; Prentice Hall; 12th edition
- quantity recipes published by USDA (portion sizes will need to be adjusted for adults):
    - Recipes for school and child care
    - National Food Service Management Institute
- tested recipes from food manufacturers using their products
- standardized favorite or popular recipes through a process of reviewing the recipe, preparing in a small quantity, recording, determining the yield, evaluating, and retesting

Menu Choice

Providing a choice in menu or menu items helps to promote consumer satisfaction and emphasize quality consumer service. Providing a selective menu can include offering:

- one entrée with a choice of vegetables or desserts;
- choice of two entrees;
- choice of two or more distinct and complete menus;
- soup and salad bars; or
- café style service.

Use of computer nutrient analysis provides the flexibility to compute the combinations of nutrients needed to comply with the target nutrient requirements.

Menu Evaluation

An evaluation of the menu and meal service can include:

- compliance with program requirements (Attachment B-Menu Monitoring for Compliance Tool);
- analysis of the actual cost per meal against budget costs;
- customer satisfaction surveys; and
- survey of plate waste (congregate setting).

Nutrition Program Support Website:

DADS will be providing updated resources, menu and recipe sharing, and technical support for the implementation of the Nutrition Programs Guidelines through a dedicated website. http://www.hhs.texas.gov.

AAA Directors should ensure this information is shared with all nutrition service providers.

Questions and comments should be sent to the Department's Help Desk at T3Ahelp@dads.state.tx.us.

EXHIBIT "A"

Attachment A: Dietary Reference Intakes for Older Adults

Table 1 - Dietary Reference Intakes for Older Adults

Vitamins and Elements										
	vitamin A	**vitamin C**	**vitamin D**	**vitamin E**	**vitamin K**	**thiamin**	**riboflavin**	**niacin**	**vitamin B6**	**folate**
RDA or AI 1	(ug)	(mg)	(IU)	(mg)	(ug)	(mg)	(mg)	(mg)	(mg)	(ug)
Age 51-70 Male	**900**	**90**	**600**	**15**	120*	**1.2**	**1.3**	**16**	**1.7**	**400**
Female	**700**	**75**	**600**	**15**	90*	**1.1**	**1.1**	**14**	**1.5**	**400**
Age 70+ Male	**900**	**90**	**800**	**15**	120*	**1.2**	**1.3**	**16**	**1.7**	**400**
Female	**700**	**75**	**800**	**15**	90*	**1.1**	**1.1**	**14**	**1.5**	**400**
Tolerable Upper Intake Levels										
Age 51-70 Male	3000	2000	4000	1000	ND	ND	ND	35	100	1000
Female	3000	2000	4000	1000	ND	ND	ND	35	100	1000
Age 70+ Male	3000	2000	4000	1000	ND	ND	ND	35	100	1000
Female	3000	2000	4000	1000	ND	ND	ND	35	100	1000

	vitamin B12	pantothenic acid	biotin	choline	boron	calcium	chromium	copper	fluoride	iodine
RDA or AI 1	(ug)k	(mg)	(ug)	(mg)l	(mg)	(mg)	(ug)	(ug)	(mg)	(ug)
Age 51-70 Male	**2.4**	5*	30*	550*	ND	1000*	30*	**900**	4*	**150**
Female	**2.4**	5*	30*	425*	ND	1000*	20*	**900**	3*	**150**
Age 70+ Male	**2.4**	5*	30*	550*	ND	1200*	30*	**900**	4*	**150**
Female	**2.4**	5*	30*	425*	ND	1200*	20*	**900**	3*	**150**
Tolerable Upper Intake Levels										
Age 51-70 Male	ND	ND	ND	3500	20	2500	ND	10000	10	1100
Female	ND	ND	ND	3500	20	2500	ND	10000	10	1100
Age 70+ Male	ND	ND	ND	3500	20	2500	ND	10000	10	1100
Female	ND	ND	ND	3500	20	2500	ND	10000	10	1100

1 Recommended Dietary Allowances (RDAs) are in **bold type;** Adequate Intakes (AIs) are in ordinary type followed by an asterisk (*). ND - Indicates values not determined. Values in this table were excerpted from the Institute of Medicine, *Dietary Reference Intakes: Applications in Dietary Assessment,* 2000 and *Dietary Reference Intakes for Energy, Carbohydrates, Fiber, Fat, Protein and Amino Acids (Macronutrients)* 2002. Updated Nov. 2010 calcium/vit D recommendations included.

EXHIBIT "A"

Elements and Macro Nutrients									
	iron	magnesium	manganese	molybdenum	nickel	phosphorus	selenium	vanadium	zinc
RDA or AI 1	(mg)	(mg) m	(mg)	(mg)	(mg)	(mg)	(ug)	(mg) n	(mg)
Age 51-70 Male	**8**	**420**	2.3*	**45**	ND	**700**	**55**	ND	**11**
Female	**8**	**320**	1.8*	**45**	ND	**700**	**55**	ND	**8**
Age 70+ Male	**8**	**420**	2.3*	**45**	ND	**700**	**55**	ND	**11**
Female	**8**	**320**	1.8*	**45**	ND	**700**	**55**	ND	**8**
Tolerable Upper Intake Level									
Age 51-70 Male	45	350	11	2000	1	4000	400	1.8	40
Female	45	350	11	2000	1	4000	400	1.8	40
Age 70+ Male	45	350	11	2000	1	4000	400	1.8	40
Female	45	350	11	2000	1	4000	400	1.8	40
	Energy [2]	Protein [3]	Carbohydrates [4]	Total Fat [5,6]	*n* -6 PUFA	*n* -3 PUFA	Total Fiber	Drinking water, Beverages, Water in Food (L)	
RDA or AI 1	(Kcal)	(g)	(g)	(% Kcal)	(g)	(g)	(g)		
Age 51-70 Male	2204	**56**	**130**		14*	1.6*	30*	3.7*	
Female	1978	**46**	**130**		11*	1.1*	21*	2.7*	
Age 70+ Male	2054	**56**	**130**		14*	1.6*	30*	2.6*	
Female	1873	**46**	**130**		11*	1.1*	21*	2.1*	
AMDR 7		10-35%	45-65%	20-35%	5-10%	0.6-1.2%			

Recommended Dietary Allowances (RDAs) are in **bold type;** Adequate Intakes (AIs) are in ordinary type followed by an asterisk (*). 2 Values are based on Table 522 Estimated Energy Requirements (EER) for Men and Women 30 Years of Age. Used height of 5'7", "low active" physical activity level (PAL) and calculated the median BMI and calorie level for men and women. Caloric values based on age were calculated by subtracting 10 kcal/day for males (from 2504 kcal) and 7 kcal/day for females (from 2188 kcal) for each year of age above 30. For ages 51-70, calculated for 60 years old, for 70+, calculated for 75 years old. 80 year old male calculated to require 2004 kcal; female, 1838 kcal. 3 The RDA for protein equilibrium in adults is a minimum of 0.8 gm/kg body weight for reference body weight. 4 The RDA for carbohydrate is the minimum adequate to maintain brain function in adults. 56 Because % of energy consumed as fat can vary greatly and still meet energy needs, an AMDR is provided in absence of AI, EAR, or RDA for adults. Values for mono- and saturated fats and cholesterol not established as "they have no role in preventing chronic disease, thus not required in the diet."

Acceptable Macronutrient Distribution Ranges (AMDRs) for intakes of carbohydrates, proteins, and fats expressed as % of total calories. Values in this table were excerpted from the Institute of Medicine, *Dietary Reference Intakes: Applications in Dietary Assessment,* 2000 and *Dietary Reference Intakes for Energy, Carbohydrates, Fiber, Fat, Protein and Amino Acids (Macronutrients)* 2002.

Table 1, continued: Dietary Reference Intakes for Older Adults

Electrolytes			
	Potassium	Sodium	Chloride
RDA or AI [1]	(g)	(g)	(g)
Age 51-70 Male	4.7	1.3*	2.0*
Female	4.7	1.3*	2.0*
Age 70+ Male	4.7	1.2*	1.8*
Female	4.7	1.2*	1.8*
Tolerable Upper Intake Levels			
Age 51-70 Male		2.3	3.6
Female		2.3	3.6
Age 70+ Male		2.3	3.6
Female		2.3	3.6

[1] Recommended Dietary Allowances (RDAs) are in **bold type;** Adequate Intakes (AIs) are in ordinary type followed by an asterisk (*). Values in this table were excerpted from the Institute of Medicine, *Dietary Reference Intakes: Water, Potassium, Sodium, Chloride, and Sulfate*, 2004.

EXHIBIT "A"

Attachment B
Menu Monitoring for DRI/DGA Compliance

Nutrition Program: The Visiting Nurse Association of Texas
Nutrition Site: 1440 W. Mockingbird Lane, Dallas Texas 75247
Menu Cycle: 3, 2022 Week: 6 week cycle Service dates: Sept 1 - Dec 31, 2022

Description of Program:
Number of days meal served per week: (Example: five days per week) 5 days per week
Number of meals served per day: (Example: 1 meal per day- Lunch) 1 meal per day - Lunch

General Menu Development:
1. Has input from the consumer been included into the planning? Yes ☑ No ☐
2. Are the menus ethnically or culturally appropriate? Yes ☑ No ☐
3. Are special events or holidays planned? Yes ☑ No ☐
4. If modified diets are offered, can the menu be easily modified? Yes ☑ No ☐
5. Are the menus planned for the season of the year? Yes ☑ No ☐
6. Is there contrasts in:
   a. Flavor? Yes ☑ No ☐
   b. Color? Yes ☑ No ☐
   c. Shape and form? Yes
   d. Temperature? Yes ☑ No ☐
   e. Texture? Yes ☑ No ☐
   f. Method and preparation? Yes ☑ No ☐
   g. Variety? Yes ☑ No ☐
7. Can the menu be easily served? Yes ☑ No ☐
8. Can the meals be safely served and held in the appropriate food trays? Yes ☑ No ☐
9. Can the meal be safely transported with temperature and quality maintained?
   Yes ☑ No ☐
10. Are the foods in season and most economical? Yes
11. If convenience foods are used, is labor vs costs considered? Yes
12. Is the raw food cost within budget? Yes

Menu review, Approval and Documentation:
1. Has the menu been approved and dated by a Dietitian/Nutritionist? Yes ☑ No ☐
2. Have appropriate substitutions been approved? Yes ☑ No ☐
3. Has the date of menu approval Yes ☑ No ☐
4. Name of Dietitian/Nutritionist: Sarah Hutsler RD, LD
   License/Registration Number: DT#81463/1033600

Documentation of Nutritional Adequacy:
Check the method of compliance used:
1. Computer Nutrient Analysis Software X (Use Checklist A for monitoring)
2. Texas Model for Menu Planning _____ (Use Checklist B for monitoring)

Standardized Recipes
1. Are there standardized recipes available for the each of the food items on the menu?
   Yes ☑ No ☐
2. If computer nutrient analysis is used, does the database include the standardized recipes?
   Yes ☑ No ☐

EXHIBIT "A"

Checklist A
Computer Nutrient Analysis

1. Name of Computer Nutrient Analysis software program used: Computrition Hospitality Suite
2. Does the software program include the USDA National Nutrient Database for Standard Reference? Yes ☑ No ☐
3. Does the software program include standardized recipes? Yes ☑ No ☐
4. Does the software program allow for additional data information from vendors and manufacturers? Yes ☑ No ☐

Week Number: week 1: October 17 - 21, 2022

Daily Averaged Target Nutrients per Meal								
		Values per Nutrient Analysis averaged per meal per day						
Nutrient	Compliance range per meal	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
calories (kcal)	600-1000 Kcal	617	603	898	609	920	N/A	N/A
protein	20 gm or higher	30.9	37.4	33.0	33.4	40.9	N/A	N/A

Target Nutrients Averaged Over the Number of Days of Meal Service per Week		
Nutrient	Compliance range per meal	Values per Nutrient Analysis Averaged per Week
fat (% of total Kcal)	30% of total calories or less	28.0%
vitamin A	250 ug or higher	361
vitamin C	25 mg or higher	48
calcium	400 mg or higher	465
sodium	1,200 mg or less	1087
potassium	1,200 mg or higher	1238
fiber	7 gm or higher	8.9

EXHIBIT "A"

Dallas County

Cycle 3, 2022 Final Menu
September - December

TRIO

Monday	Tuesday	Wednesday	Thursday	Friday
BBQ Pork Rib Patty*~	Homestyle Beef Casserole	Breaded Chicken with Gravy~	Turkey Taco	Hamburger Patty~
Whole Kernel Corn	Green Peas	Garlic Whipped Potatoes	Bell Pepper Medley	Lettuce and Tomato
Broccoli	Rosemary Carrots	Italian Green Beans	Mexican Rice	Baked Beans
Wheat Bread	Wheat Bread	Dinner Roll	Flour Tortilla	Hamburger Bun
Sugar Cookie	Fresh Orange	Brownie	Lime Gelatin with Peaches	Cranberry Crisp
Milk	Milk	Milk	Milk	Milk
			Taco Sauce	Mustard and Ketchup
Closed, 10/17, 11/28	9/6, 10/18, 11/29	9/7, 10/19, 11/30	9/8, 10/20, 12/1	9/9, 10/21, 12/2
Turkey and Noodles	Chicken Meatballs with Gravy~	Meatloaf~	Cheesy Beef Ziti	Apricot Breaded Chicken#~
Cauliflower	Parslied Rice	Brown Gravy	Whole Kernel Corn	Mixed Beans
Sliced Carrots	Brussels Sprouts	Whipped Potatoes	Country Tomatoes	Mixed Vegetables
Wheat Bread	Wheat Bread	Herbed Green Beans	Wheat Bread	Wheat Bread
Fudge Cream Cookie	Graham Crackers	Dinner Roll	Fresh Apple	Creamsicle Pudding
Milk	Milk	Nutty Buddy Bar	Milk	Milk
		Milk		
9/12, 10/24, 12/5	9/13, 10/25, 12/6	Birthday, 10/26, 12/7	9/15, 10/27, 12/8	9/16, 10/28, 12/9
Chicken Chili	BBQ Pork Rib Patty*~	Swiss Steak~	Marinara Breaded Chicken#~	Hamburger Patty~
Dirty Rice#	Black-Eyed Peas	Whipped Potatoes	Lemon Herb Pasta#	Lettuce and Tomato
Braised Carrots	Broccoli	Italian Green Beans	Italian Vegetables	Tater Gems
Saltine Crackers	Hamburger Bun	Dinner Roll	Texas Bread	Hamburger Bun
Strawberry Cereal Bar	Animal Crackers	Fresh Orange	Lemon Gelatin with Mixed Fruit	Spiced Pineapple Tidbits
Milk	Milk	Milk	Milk	Milk
				Mustard and Ketchup
9/19, Halloween, 12/12	9/20, 11/1, 12/13	9/21, 11/2, Birthday	9/22, 11/3, 12/15	9/23, 11/4, 12/16
Polish Sausage*	Confetti Chicken#~	Salisbury Beef~	Turkey Pasta Bolognese	Glazed Ham*
Ranch Whipped Potatoes	Yellow Rice	Brown Gravy	Stewed Tomatoes	Lima Beans
Garden Vegetables	Pinto Beans	Whipped Potatoes	Green Beans	Spinach
Hot Dog Bun	Texas Bread	Mixed Vegetables	Wheat Bread	Corn Muffin
Graham Crackers	Oreo Cookies	Wheat Bread	Oatmeal Cream Cookie	Fresh Apple
Milk	Milk	Animal Crackers	Milk	Milk
		Milk		Margarine
9/26, 11/7, 12/19	9/27, 11/8, 12/20	9/28, Birthday, 12/21	9/29, 11/10, 12/22	9/30, 11/11, Christmas
Mexican Beef Casserole	Tuscan Chicken#	Ham and Pintos*	Honey Mustard Chicken	Hamburger Patty~
Spanish Rice	Whipped Sweet Potatoes	Confetti Rice	Twice Whipped Potatoes	Lettuce and Tomato
Green Beans	Country Vegetables	Medley Cabbage	Peas and Carrots	Ranch Beans
Wheat Bread	Wheat Bread	Corn Muffin	Wheat Bread	Hamburger Bun
Fig Bar	Sugar Cookie	Fresh Orange	Nutty Buddy Bar	Peach Cobbler
Milk	Milk	Milk	Milk	Milk
		Margarine		Mustard and Ketchup
10/3, 11/14, Closed	10/4, 11/15, 12/27	10/5, 11/16, 12/28	10/6, 11/17, 12/29	10/7, Thanksgiving, New Year's Eve
BBQ Chicken Patty	Creole Beef~	Breaded Chicken Patty~	Sloppy Joe	Honey Glazed Ham*#
Macaroni and Cheese	Whipped Potatoes	Cream Gravy	Tater Gems	Lima Beans
Medley Cabbage	Catalina Vegetables	Lemon Orzo	Lemon Zest Broccoli#	Okra and Tomatoes
Wheat Bread	Wheat Bread	Sliced Carrots	Hamburger Bun	Corn Muffin
Fudge Cream Cookie	Oreo Cookies	Texas Bread	Orange Gelatin with Pineapple	Graham Crackers
Milk	Milk	Fresh Orange	Milk	Milk
		Milk		Margarine
10/10, 11/21	10/11, 11/22	Birthday, Closed	10/13, 11/23	10/14, Closed
Halloween - 10/31	**Thanksgiving - 11/18**	**Christmas - 12/23**	**New Year's Eve - 12/30**	
Chicken Chili	Turkey Breast with Gravy	Turkey Breast with Gravy	Glazed Ham*	
Dirty Rice	Cornbread Dressing	Cornbread Dressing	Black-Eyed Peas	* - Contains Pork
Braised Carrots	Green Beans Almandine	Catalina Vegetables	Mixed Greens	- Contains Peanuts
Saltine Crackers	Dinner Roll	Dinner Roll	Corn Muffin	~ - Entrée Contains Soy
Brownie	Pumpkin Pudding	Ambrosia Pudding	Fudge Cake Stick	# - New Menu Item
Milk	Milk	Milk	Milk	
	Cranberry Sauce	Cranberry Sauce	Margarine	

Sarah Hutsler, RD, LD
Sarah Hutsler, RD, LD #DT81463
Expires 11/30/2023

Menu Nutrient Analysis Report

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Sorted in Menu Sequence

Nutrient Totals Using Main Items Only

Report Selections

Date Range : *Mon Sep 05, 2022 - Fri Sep 09, 2022*
Menus : *VNA Dallas*

Menu: VNA Dallas *Date: Mon Sep 05, 2022*

Recipe Name	Size	Amt (gm)	Calories (kcal)	Protein (gm)	Fat (gm)	% Cal. Fat (%)	Vit A (mcg)	Vit C (mg)	Calcium (mg)	Sodium (mg)	Potassium (mg)	Carbohydrat (gm)	Dietry Fiber (gm)	Sugars (gm)	Vit B6 (mg)	Vit B12 (mcg)	Iron (mg)	Thiamin (mg)
Noon Meal																		
Pork, Rib Patty, w/ BBQ Sauce (WF	1 each	116	231	14.2	12.2	45.3	3+	0+	60	717	336	18.8	1.2	14.0	0.018+	0.00+	1.59	0.01+
Corn, Whole Kernel, Frozen, LF, LS	1/2 cup	167	80	2.7	0.7	6.9	9	6	6	5	194	18.8	1.9	2.3	0.152	0.00	0.38	0.08
Broccoli, Cuts and Florets LF,LS	1/2 cup	160	21	2.3	0.1	3.1	39	30	27	11	108	4.0	2.3	1.1	0.098	0.00	0.46	0.04
Bread, Wheat, Sliced, Local (Houstc	1 slice	25	67	2.7	0.8	10.9	0	0	33	127	44	12.2	1.0	1.5	0.028	0.00	0.87	0.10
Ind, Cookie, Sugar, Wrapped	1 each	28	120	1.0	5.0	38.5		0	0	200	0	17.0	0.0	7.0			0.00	
Milk, 1%, Ind (Austin)	1 each	227	98	7.9	2.2	20.5	134	2	290	118	367	11.3	0.0		0.102	0.86	0.11	0.09
Noon Meal Totals			**617**	**30.9**	**21.0**	**29.9**	**184+**	**39+**	**417**	**1177**	**1050**	**82.1**	**6.4**	**25.8+**	**0.398+**	**0.86+**	**3.42**	**0.32+**
Daily Totals for 09/05/22			**617**	**30.9**	**21.0**	**29.9**	**184+**	**39+**	**417**	**1177**	**1050**	**82.1**	**6.4**	**25.8+**	**0.398+**	**0.86+**	**3.42**	**0.32+**
1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo)			**667**	**18.7**	**22.2**		**300**	**30**	**333**	**767**	**1567**	**91.7**	**9.3**		**0.570**	**0.80**	**2.67**	**0.40**
Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%)			**92**	**165.3**	**94.3**		**61+**	**129+**	**125**	**154**	**67**	**89.5**	**68.5**		**69.911+**	**107.73+**	**128.15**	**79.22+**

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Menu Nutrient Analysis Report

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Sorted in Menu Sequence

Nutrient Totals Using Main Items Only

Client: 37956

Menu: VNA Dallas **Date: Tue Sep 06, 2022**

Recipe Name	Size	Amt (gm)	Calories (kcal)	Protein (gm)	Fat (gm)	% Cal. Fat (%)	Vit A (mcg)	Vit C (mg)	Calcium (mg)	Sodium (mg)	Potassium (mg)	Carbohydrat (gm)	Dietry Fiber (gm)	Sugars (gm)	Vit B6 (mg)	Vit B12 (mcg)	Iron (mg)	Thiamin (mg)
Noon Meal																		
Beef, Savory Casserole w/ Grd Bf/C	3/4 cup	257	275	20.5	12.5	41.2	48	4	72	351	409	19.8	1.1	2.6+	0.476	1.12	2.15	0.23
Peas, Green, Frz, LS	1/2 cup	169	86	4.7	2.2	22.4	112	16	22	100	140	12.4	4.1	4.5	0.076	0.00	1.39	0.24
Carrots, Sliced, Rosemary, LF, LS (	1/2 cup	167	33	0.7	0.4	11.1	644	2	37	64	216	7.3	3.1	4.3+	0.089	0.00	0.45	0.04
Bread, Wheat, Sliced, Local (Houst	1 slice	25	67	2.7	0.8	10.9	0	0	33	127	44	12.2	1.0	1.5	0.028	0.00	0.87	0.10
Orange, Fresh	1 each	96	45	0.9	0.1	2.1	11	51	38	0	173	11.2	2.3	8.9	0.057	0.00	0.10	0.08
Milk, 1%, Ind (Austin)	1 each	227	98	7.9	2.2	20.5	134	2	290	118	367	11.3	0.0		0.102	0.86	0.11	0.09
Noon Meal Totals			**603**	**37.4**	**18.3**	**27.2**	**948**	**76**	**493**	**761**	**1349**	**74.1**	**11.5**	**21.9+**	**0.828**	**1.99**	**5.07**	**0.78**
Daily Totals for 09/06/22			**603**	**37.4**	**18.3**	**27.2**	**948**	**76**	**493**	**761**	**1349**	**74.1**	**11.5**	**21.9+**	**0.828**	**1.99**	**5.07**	**0.78**
1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo)			**667**	**18.7**	**22.2**		**300**	**30**	**333**	**767**	**1567**	**91.7**	**9.3**		**0.570**	**0.80**	**2.67**	**0.40**
Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%)			**91**	**200.2**	**82.3**		**316**	**252**	**148**	**99**	**86**	**80.9**	**123.2**		**145.263**	**248.34**	**189.84**	**195.82**

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Menu Nutrient Analysis Report

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Sorted in Menu Sequence

Nutrient Totals Using Main Items Only

Item #: 38896

Menu: VNA Dallas ***Date: Wed Sep 07, 2022***

Recipe Name	Size	Amt (gm)	Calories (kcal)	Protein (gm)	Fat (gm)	% Cal. Fat (%)	Vit A (mcg)	Vit C (mg)	Calcium (mg)	Sodium (mg)	Potassium (mg)	Carbohydrat (gm)	Dietry Fiber (gm)	Sugars (gm)	Vit B6 (mg)	Vit B12 (mcg)	Iron (mg)	Thiamin (mg)
Noon Meal																		
Chicken, Breaded Patty	1 each	92	240	14.0	13.0	50.2			35	460	320	15.0	3.0	1.0			2.00	
Gravy, Chicken	1 oz	51	21	0.6	0.6	24.3	0+	0	1	80	19	3.6	0.0	0.0+	0.000+	0.00+	0.00	0.00+
Potatoes, Whipped, Garlic, LF, LS	1/2 cup	109	103	2.5	0.0+	0.2	0+	47	52	54	110	21.7	1.6	1.2+	0.016	0.11	0.60	0.28
Beans, Green, Italian, Cnd, LF	1/2 cup	144	33	1.6	0.7	16.0	26+	4+	55+	336	138+	6.4	2.7+	1.1+	0.043+	0.00+	1.52+	0.02+
Bread, Roll, White, Local (Houston^	1 each	40	124	4.3	2.6	18.8	0	0	71	187	56	20.8	0.8	2.2	0.039	0.05	1.49	0.21
Ind, Brownie, Fudge, Fieldstone	1 each	61	280	2.0	12.0	39.1			20	170	85	40.0	1.0	21.0			0.00	
Milk, 1%, Ind (Austin)	1 each	227	98	7.9	2.2	20.5	134	2	290	118	367	11.3	0.0		0.102	0.86	0.11	0.09
Noon Meal Totals			**898**	**33.0**	**31.1+**	**31.6**	**160+**	**53+**	**525+**	**1405**	**1095+**	**118.8**	**9.2+**	**26.5+**	**0.200+**	**1.03+**	**5.72+**	**0.61+**
Daily Totals for 09/07/22			**898**	**33.0**	**31.1+**	**31.6**	**160+**	**53+**	**525+**	**1405**	**1095+**	**118.8**	**9.2+**	**26.5+**	**0.200+**	**1.03+**	**5.72+**	**0.61+**
1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo)			**667**	**18.7**	**22.2**		**300**	**30**	**333**	**767**	**1567**	**91.7**	**9.3**		**0.570**	**0.80**	**2.67**	**0.40**
Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%)			**135**	**176.5**	**139.9+**		**53+**	**178+**	**157+**	**183**	**70+**	**129.6**	**98.2+**		**35.156+**	**128.42+**	**214.37+**	**151.61+**

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Menu Nutrient Analysis Report

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Sorted in Menu Sequence

Nutrient Totals Using Main Items Only

Agenda Item #4.C. 09/13/22

Menu: VNA Dallas ***Date: Thu Sep 08, 2022***

Recipe Name	Size	Amt (gm)	Calories (kcal)	Protein (gm)	Fat (gm)	% Cal. Fat (%)	Vit A (mcg)	Vit C (mg)	Calcium (mg)	Sodium (mg)	Potassium (mg)	Carbohydrat (gm)	Dietry Fiber (gm)	Sugars (gm)	Vit B6 (mg)	Vit B12 (mcg)	Iron (mg)	Thiamin (mg)
Noon Meal																		
Turkey, Taco Meat, w/Ground Turke	3 ounces	124	139	17.4	6.5	42.3	18+	0	18	346	204+	2.6	0.7	0.0	0.483+	0.85+	0.95	0.06+
FW Mix Veg, Bell Pepper Medley	1/2 cup	171	45	1.4	2.2	40.0	57	29	54	189	314	6.2	3.1	4.1+	0.192	0.00	1.00	0.89
FW Rice, Spanish, w/Tomatoes/Oni	1/2 cup	126	113	2.2	2.8	21.8	33	7	20	74	156	20.0	1.5	1.5+	0.130	0.00	0.98	0.35
Bread, Tortilla, Flour, 6"	1 each	29	90	2.0	2.5	26.0			40	150	0	14.0	1.0	0.0			22.00	
Gelatin, Lime, w/Peaches 6 #10/100	1/2 cup	165	117	2.3	0.0	0.0	4	19	6	144	28	27.9	0.3	2.0+	0.007	0.00	0.10	0.00
Milk, 1%, Ind (Austin)	1 each	227	98	7.9	2.2	20.5	134	2	290	118	367	11.3	0.0		0.102	0.86	0.11	0.09
Ind, Sauce, Taco	1 each	9	8	0.2	0.0	2.9	3	1	2	120	33	1.8	0.2	1.2	0.014	0.00	0.07	0.01
Noon Meal Totals			**609**	**33.4**	**16.3**	**23.8**	**248+**	**59+**	**430**	**1141**	**1103+**	**83.8**	**6.8**	**8.9+**	**0.927+**	**1.72+**	**25.21**	**1.40+**
Daily Totals for 09/08/22			**609**	**33.4**	**16.3**	**23.8**	**248+**	**59+**	**430**	**1141**	**1103+**	**83.8**	**6.8**	**8.9+**	**0.927+**	**1.72+**	**25.21**	**1.40+**
1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo)			**667**	**18.7**	**22.2**		**300**	**30**	**333**	**767**	**1567**	**91.7**	**9.3**		**0.570**	**0.80**	**2.67**	**0.40**
Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%)			**91**	**178.9**	**73.2**		**83+**	**195+**	**129**	**149**	**70+**	**91.4**	**72.4**		**162.684+**	**214.86+**	**944.34**	**349.95+**

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Menu Nutrient Analysis Report

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Sorted in Menu Sequence

Nutrient Totals Using Main Items Only

Menu: VNA Dallas Date: Fri Sep 09, 2022

Recipe Name	Size	Amt (gm)	Calories (kcal)	Protein (gm)	Fat (gm)	% Cal. Fat (%)	Vit A (mcg)	Vit C (mg)	Calcium (mg)	Sodium (mg)	Potassium (mg)	Carbohydrat (gm)	Dietry Fiber (gm)	Sugars (gm)	Vit B6 (mg)	Vit B12 (mcg)	Iron (mg)	Thiamin (mg)
Noon Meal																		
Beef, Patty, w/o Gravy	1 each	85	191	16.9	12.9	60.5		0	24	264	356	2.0	1.1	0.8	0.180	1.01	2.13	0.12
Salad, Lettuce & Tomato, w/Shred L	1/2 cup	59	10	0.5	0.1	8.2	20	5	8	4	115	2.1	0.7	1.4	0.038	0.00	0.19	0.02
Beans, Pinto, Dry, Baked, LF, LS	1/2 cup	194	169	8.9	0.5	2.8	3	3	56	115	614	32.6	6.4	6.8+	0.217	0.00	2.16	0.29
Bread, Bun, Hamburger, Local (SCS	1 each	43	120	4.2	1.7	12.8	12	1	62	212	52	21.6	0.8	3.1	0.027	0.09	1.47	0.23
Crisp, Cranberry, w/Oatmeal Toppir	1/2 cup	264	321	2.1	9.7	26.4	94+	1	16	95	53	58.6	1.5	43.3+	0.021	0.01	0.80	0.09
Milk, 1%, Ind (Austin)	1 each	227	98	7.9	2.2	20.5	134	2	290	118	367	11.3	0.0		0.102	0.86	0.11	0.09
Ind, Mustard	1 each	6	3	0.2	0.2	44.0	0	0	3	61	8	0.3	0.2	0.1	0.004	0.00	0.09	0.01
Ind, Ketchup	1 each	9	9	0.1	0.0	0.8	2	0	1	82	25	2.5	0.0	1.9	0.014	0.00	0.03	0.00
Noon Meal Totals			**920**	**40.9**	**27.3**	**26.4**	**267+**	**12**	**460**	**951**	**1592**	**130.9**	**10.8**	**57.4+**	**0.602**	**1.97**	**6.99**	**0.87**
Daily Totals for 09/09/22			**920**	**40.9**	**27.3**	**26.4**	**267+**	**12**	**460**	**951**	**1592**	**130.9**	**10.8**	**57.4+**	**0.602**	**1.97**	**6.99**	**0.87**
1/3 RDA/DRI STANDARDS, 1 MEAL (M, 70 yo)			**667**	**18.7**	**22.2**		**300**	**30**	**333**	**767**	**1567**	**91.7**	**9.3**		**0.570**	**0.80**	**2.67**	**0.40**
Percent 1/3 RDA/DRI STANDARDS, 1 MEAL (%)			**138**	**219.1**	**123.0**		**89+**	**41**	**138**	**124**	**102**	**142.8**	**115.6**		**105.661**	**246.14**	**261.75**	**216.65**
Daily Average (09/05/22-09/09/22)			**730**	**35.1**	**22.8+**	**28.0**	**361+**	**48+**	**465+**	**1087**	**1238+**	**97.9**	**8.9+**	**28.1+**	**0.591+**	**1.51+**	**9.28+**	**0.79+**

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EXHIBIT "A"

Checklist B
Texas Model for Menu Planning

	A. Minimum # of servings / day if:			B. Days of meal service						
Food Group Type	**1 meal served**	**2 meals served**	**3 meals served**	**Day 1**	**Day 2**	**Day 3**	**Day 4**	**Day 5**	**Day 6**	**.Day 7**
Meat/Alternate Number of Equivalents	3 oz	4-6 oz	6-8 oz							
Provide:										
Lower Fat Meat/Meat Alternates										
Fish, frequently as possible										
Limit:										
Processed, smoked, cured, high sodium meats- one serving/week										
Cheese no more than 3 oz. per week										
Fruit/Vegetables- Number of Servings	2-3	6	8							
Provide:										
Vitamin A source 3 x per week										
Vitamin C source daily										
Potassium source daily										
Fiber source daily										
Limit:										
Juice one serving or less/ meal										
Starchy vegetables one serving or less/meal										
Canned vegetable w/salt one serv. or less/ meal										
Grains- Number of Servings	2	4	6							
Provide:										
Minimum of 1/3 of the serv. a whole grain product daily	1	1	2							
Limit:										
Quick breads limited to one serv./ week										
Milk or Milk Alternates- Number of Servings	1	2	3							
Limit:										
Milk products not fortified with vitamin D										
Desserts- Number of Servings	Optional									
Provide:										
Nutrient rich dessert, ie, fruit, whole grains, low-fat milk product with limited sugar and fat										
Limit:										
High sugar/fat desserts (pies, cakes, cookies) once /week if serving one meal daily										
Oils or Fats-Number of Servings	Optional									
	>1	>2	>3							
Limit:										
Total fat to no more than 30% of total calories. Provide only to enhance flavor or presentation.										
Eliminate all sources of trans fat										
Other Foods – Number of Servings	Optional									
Provide:										
To make up additional calories as needed, enhance flavor, maintain temperatures										
Limit:										
Foods high in sodium, high sodium condiments										

EXHIBIT "A"

—PROGRAM INSTRUCTION—

Texas Department of Aging and Disability Services (DADS) – Access and Intake Division

TITLE:	Nutrition Standards Dietary Reference Intakes and Dietary Guidelines for Americans	**NUMBER:**	AAA-PI 314
SECTION:	Area Agencies on Aging	**APPROVAL:**	Betty Ford
ISSUE DATE:	4/1/11	**REVISION DATE:**	N/A
RELEVANT CITATIONS:	OAA§339(2)(A)(i)-(iii); 40 TAC §85.302		
DISTRIBUTION:	☐ Executive Director ☒ Director ☐ Fiscal Director ☒ AAA Section Staff		

This program instruction provides menu and meal planning requirements for Area Agencies on Aging (AAA) and Nutrition Providers to assure compliance with the Older Americans Act of 1965 (OAA), as amended in 2006, Title III C, Sec. 339 (2)(A)(i) - (iii). This program instruction replaces AAA-TA 302. These guidelines shall be incorporated into all requests for proposals, bids, contracts, and open solicitations for meals.

BACKGROUND:

OAA requirements are based on the scientific evidence that indicates adequate nutrition is necessary to maintain cognitive and physical functioning; to prevent, reduce and manage chronic disease and disease related disabilities; and sustain health and quality of life. These requirements ensure the provision of safe and nutritious meals that:

1) Comply with the most recent Dietary Guidelines for Americans (DGA) jointly issued and updated every five years by the United States Departments of Agriculture (USDA) and Health and Human Services (DHHS), and
2) Provide to each eligible individual
   a. a minimum 33 1/3% of the Dietary Reference Intakes (DRI) established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences if the project provides one meal per day;
   b. a minimum 66 2/3% of the DRI if the project provides two meals per day; and
   c. 100 percent of the DRI if the project provides three meals per day.

PURPOSE:

These menu and meal planning requirements update and align with the most recent DGA and DRI to support increasing fruits, vegetables, potassium and whole grains, reducing the sodium content of the meals substantially over time, and controlling fat and calorie levels in the meals.

PROCEDURES:

The AAAs are responsible for ensuring that meals served by nutrition providers meet these requirements. All meals including site prepared, catered, frozen, shelf-stable (non-perishable) or chilled/cold meal (box lunch) must meet the DGA and DRI requirements. Meals meeting these requirements are considered allowable meals and reported as eligible for reimbursement and Nutrition Services Incentive Program cash.

EXHIBIT "A"

Menu Development
Menus shall be developed with the advice and expertise of:
1) a dietitian or other individual with equivalent education and training in nutritional science, or if such an individual is not available, an individual with comparable expertise in the planning of nutritional services; or
2) other individuals knowledgeable with regard to food service management, menu planning and nutrition for older adults.

Menus shall be developed with input from nutrition consumers. Input can be obtained through any of the following:
1) menu committees
2) product sampling
3) food preference surveys
4) satisfaction focus groups
5) comment cards
6) other methods that reflect consumer input into the menu planning process

A variety of food and preparation methods, including color combinations, texture, size, shape, taste, and appearance shall be included in meal planning.

Menu Review, Approval and Documentation
1) Menus shall be reviewed and approved prior to meal service as meeting the requirements provided in this Program Instruction (PI) by a dietitian who is licensed in the State of Texas (Licensed Dietitian) or registered with the Commission on Dietetic Registration (CDR), American Dietetic Association (Registered Dietitian), or have a baccalaureate degree with major studies in food and nutrition, dietetics, or food service management.
2) Documentation of menu review and approval shall be kept on file to include:
   a. approved menus and dates menus are served;
   b. signature of dietitian with Texas license or CDR registration number;
   c. date of menu approval by the dietitian;
   d. Computer Nutrient Analysis if applicable; and
   e. approved allowable substitutions.

Menu Substitutions
Any menu substitutions made to an approved menu shall be comparable in nutrient content to the original menu. All menu substitutions shall be documented and recorded with the menu as served. Approval of the substitution will be made by a dietitian prior to meal service or selected from a list of food substitutes for each food group that has been approved by a dietitian.

Nutritional Adequacy

Methods of Compliance
Nutrition Providers must demonstrate compliance with the DGA and DRI requirements by documentation using one of the following methods:
1) Computer Nutrient Analysis Software; or
2) Texas Model for Menu Planning.

EXHIBIT "A"

Menus shall be planned and meals evaluated for meeting nutritional requirements using either of these two methods. Use of a computerized nutrient analysis rather than Texas Model for Menu Planning helps to ensure nutritional adequacy of meals and increases menu planning flexibility.

Computer Nutrient Analysis:

1) Computer Nutrient Analysis is the process by which the menu is evaluated through analyzing the nutrient content of all foods offered to ensure that meals meet the specific standards as specified in the Target Nutrient Requirements chart (Table A).
2) Target Nutrient Requirements chart identifies key nutrients that shall be tracked for maintenance and improvement of long-term health among older adults served by the Nutrition Program. The Target Nutrient Requirements chart provides the Compliance Range per meal based on one-third of the DRI. Although meals shall be planned to attain these values, other nutrients essential for good health should also be considered. The nutrients in the Target Nutrient Requirements chart shall be tracked for compliance purposes. Calories and protein values shall be attained on a daily average. Vitamin A, vitamin C, calcium, sodium, potassium, and fiber shall be averaged over **the number of serving days per week by each nutrition site**.
3) For a nutrition provider or a nutrition site serving **less than five days per week** the vitamin A, vitamin C, calcium, sodium, potassium and fiber will be **averaged over the number of serving days per week by each nutrition site**. For example: if a nutrition provider or a nutrition site serves meals three days during a week, the required target nutrients will be averaged over the three days of meal service. For two-day meal service, the required target nutrients will be averaged over the two days of service.
4) The Compliance Range column in the chart is provided for approval and monitoring of the nutritional adequacy of menus. This range is for one meal for one day. When two meals are served to a nutrition consumer, the Target Nutrient Requirements and Compliance Ranges are doubled for a combined total; when three meals are served the Target Nutrient Requirements and Compliance Ranges are tripled for a combined total. The Computer Nutrient Analysis software program utilized to document nutritional adequacy should include the USDA National Nutrient Database for Standard Reference, standardized recipes, plus accurate nutrition data from vendors and manufacturers.

Texas Model for Menu Planning

1) The Texas Model for Menu Planning chart (Table B) is a tool that shall be used to identify the types and amounts of foods that are recommended to meet specific nutritional requirements when Computer Nutrient Analysis software is not used.
2) All meals planned using the Texas Model for Menu Planning shall also incorporate the instructions provided within the chart.
3) Foods shall not be classified twice when using the Texas Model for Menu Planning. For example: a food item that is included in one or more food group type, may only be used once in the meal as meeting a requirement under the Texas Model for Menu Planning.
4) Limit foods high in sodium. Include foods high in potassium, vitamin C, and fiber daily.
5) Provide foods high in vitamin A three times per week if the nutrition provider or nutrition site serves five or more days per week. Provide foods high in vitamin A two times per week for nutrition providers or nutrition sites serving fewer than five days per week.

Standardized Recipes

Standardized recipes will be used in the planning and preparation of menu items to ensure that nutrients documented by the Computer Nutrient Analysis or the Texas Model for Menu Planning are met.

A standardized recipe is one that has been repeatedly tested for consistency, quality, and yield therefore using the same procedures, equipment, and ingredients will produce the same product with consistent nutrient content each time prepared.

Menu Service Options

Frozen Meals
Frozen meals shall meet the nutritional values required either using the Computer Nutrient Analysis or Texas Model for Menu Planning. Frozen meals may be provided in areas where daily delivery is limited, for weekend meal services, or to enable home delivered meal programs to offer more menu choices. Frozen meals may also be used at congregate sites in rural areas where participation is low and other food service options are not feasible. Such meals will be heated and served at the site. Approved waivers are required for nutrition providers serving frozen meals

Chilled Meals
Chilled meals or cold plate meals shall meet the nutritional values required either using the Computer Nutrient Analysis or Texas Model for Menu Planning. Chilled meals or cold plate meals may include the terms "box lunch" or "sack lunch." To be considered a chilled meal or cold plate meal all food items included must require refrigeration. Chilled meals or cold plate meals may be used to offer more menu choices. Approved waivers are required for nutrition providers serving chilled meals.

Menu Choice
Menu choice using a selective menu can increase participant satisfaction by offering choices for one or more food items. The nutrition provider may offer the consumer the choice of entrée, choice of food items within the meal or choice of two or more distinct and complete menus. All menu choices will comply with the meal requirements provided in this PI. If more than one menu item is offered, the food item with the lowest nutrient value will be counted toward meeting the meal requirement.

Shelf-stable
Shelf-stable meals do not require refrigeration, are non-perishable and are usually provided as emergency meals and as an option for holiday meals. However, shelf-stable meals that are provided as a part of a scheduled regular meal service must comply with the meal requirements provided in this PI. The meals must meet the nutritional values required either using the Computer Nutrient Analysis or Texas Model for Menu Planning.

Emergency Meals
Emergency meals are provided on a temporary basis when regular meal service is not an option. Emergency meals generally consist of shelf-stable items that do not require refrigeration and can be consumed at room temperature if necessary due to power outages. Emergency meals do not need to comply with the meal requirements provided in this PI. Defined as Health Maintenance emergency meals may be funded through a number of funding sources such as Title III-B.

Special Dietary Needs
1) **Culturally or ethnic appropriate meals**-Every effort will be made to accommodate the cultural, religious or ethnic preference of the population served, when feasible and appropriate. Meals must meet the menu planning guidelines as provided in this PI.
2) **Modified Meals** alter the regular menu and still meet the menu planning guidelines as provided in this PI. The types and amounts of all items must conform to the regular menu pattern. Modifications may include consistency and/or texture, reduced sodium, fat, cholesterol,

carbohydrate and/or calories. The eligible consumer along with their physician is responsible for determining whether the regular or modified menu would meet and not jeopardize their health needs.

3) **Therapeutic Meals** change the meal pattern significantly by either limiting or eliminating one or more menu items, or by limiting the types of foods allowed thus resulting in a meal that does not meet the meal requirements of this PI. Therapeutic meals may be provided only under the direction and supervision of a dietitian with a written diet order from the participant's physician and on record in the participant's file.
4) **Medical Nutritional Supplements** are foods for special dietary uses that appropriately address individual nutrition needs. Nutritional supplements (e.g., canned formulas, powdered mixes, food bars or puddings) may be available to participants based on documented, assessed need and funding sources available. Medical Nutritional Supplements are products defined as Health Maintenance and may be funded through Title III-B.

Nutrient Needs of Older Adults

Certain nutrients although not tracked for compliance, are still vital for health and well-being and may be lacking in the diets of older individuals. In addition to the Target Nutrient Requirements provided in this PI, menus/meals should be planned to include rich sources of vitamins B6, B12, E, folate, magnesium, and zinc. When possible, foods fortified with vitamin D should be included into the meals through sources such as milk products or juice fortified with vitamin D. Nutrition education in addition to the meal should reinforce the message that nutrient dense foods should be included in the diets of older adults.

Implementation

To ensure consistency among all nutrition programs, DADS recommends AAAs in conjunction with their Nutrition Providers develop an implementation plan to ensure compliance by October 1, 2011. AAA Directors should ensure this program instruction is shared with all nutrition providers.

Please direct any questions regarding the information contained in this program instruction to the Department's Help Desk at T3AHelp@dads.state.tx.us.

List of Attachments

Table A: Target Nutrients
Table B: Texas Model for Menu Planning

EXHIBIT "A"

Table A

Target Nutrient Requirements Computer Analysis of Nutrients		
Nutrient	DRI Target Values Per Meal	Compliance Range One Meal
Daily Averaged		
calories (Kcal)	600 -750 calories (Kcal)	600-1000 calories (Kcal)
protein	20 grams or higher	20 grams or higher
Averaged Over The Number of Days of Meal Service Per Week		
fat (% of Total Calories)	25-30% of total calorie or less	30% of total calories or less
vitamin A	250 - 300 micrograms (ug)	250 ug or higher
vitamin C	25 - 30 milligrams (mg)	25 mg or higher
calcium	400 milligrams (mg) or higher	400 mg or higher
sodium	800-1,000 milligrams (mg)	1,200 mg or less
potassium	1,500 milligrams (mg) or higher	1,200 mg or higher
fiber	7 grams (gm) or higher	7 gm or higher

EXHIBIT "A"

Table B

TEXAS MODEL FOR MENU PLANNING

Minimum Requirements Model to meet 1/3 of DRI and US Dietary Guidelines for America
Based on combination of the USDA Food Guide and DASH Eating Plan.

Food Group Type	Minimum Number of Servings			Serving Information
	Total servings for the meal if only one meal is provided	Total servings for the day if 2 meals per day are provided.	Total servings for the day if 3 meals per day are provided.	
Lean Meat And Meat Alternatives	3 oz equivalents	4 - 6 oz equivalents	6 - 8 oz equivalents	**1 oz. Meat and Meat Alternate Equivalents:** • 1 oz cooked lean beef, veal, pork, lamb, chicken, turkey, or fish • 1 egg • ½ cup cooked legumes (Legumes or beans can be counted as a meat alternate or as a vegetable but cannot be counted as both in meeting the meal pattern requirement.) • 1 oz low-fat natural cheese (such as Swiss, cheddar, Muenster, parmesan, mozzarella) and processed American cheese (Cheese can be counted towards Milk or Milk Alternative but cannot be counted as both in meeting the meal pattern requirement) • ½ cup tofu (bean curd) • ¼ cup low-fat cottage cheese • 1 oz canned tuna or salmon (packed in water)

INSTRUCTIONS:

Provide:

- Meats low in fat. Meats should be oven baked, broiled, grilled or roasted
- Fish as frequently as feasible because fish is a good source of protein and omega-3 fatty acids.

Limit:

- Processed, smoked, cured meat, or a high sodium content meat or meat alternate to no more than **one 3 oz serving per week**. Examples: cold cuts, ham, hot dogs, canned tuna or salmon and sausage.
- Cheese to no more than 3 oz per week because of high sodium content.

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EXHIBIT "A"

TEXAS MODEL FOR MENU PLANNING				
Food Group Type	**Minimum Number of Servings**			**Serving Information Serving Sizes**
	Total Servings for the meal if only one meal is provided	Total Servings for the day if 2 meals per day are provided.	Total Servings for the day if 3 meals per day are provided.	
Fruits And Vegetables	2-3	6	8	• ½ cup cooked, canned, or chopped raw vegetables and fruits • 1 cup-leafy raw vegetable such as lettuce or spinach • ¾ cup 100% fruit or vegetable juice • 1-whole fruit such as medium apple, banana or orange • 1/8 melon • ½ grapefruit • ¼ cup dried fruit **Starchy Vegetables:** • 1 small potato or 1/2 large potato • 1/2 cup sweet potatoes or yams • 1/2 cup corn kernels, winter squash, peas, or lima beans

INSTRUCTIONS:

Provide Foods Sources High in:

vitamin A - a minimum of three (3) times per week if the nutrition provider or nutrition site serves five or more days per week OR two (2) times per week for the nutrition provider or nutrition site serving fewer than five days per week.

Examples: apricots, beet greens , broccoli, cantaloupe, carrots, cherries (red, sour), chili peppers (red), greens, green asparagus, nectarines, peaches, peas, peppers (sweet red), purple plums (canned), prunes, squash (winter), spinach, sweet potatoes, tomatoes, and pumpkin (dark green or orange vegetables), and vegetables (mixed)

vitamin C - daily, Examples: asparagus, broccoli, brussel sprouts, cabbage, cantaloupe, cauliflower, grapefruit/juice, greens, honeydew melon, okra, orange/juice, peppers- sweet red and green, pineapple/juice, potatoes (baked, broiled, steamed), potatoes (instant with vitamin C fortified), spinach, strawberries, sweet potatoes, tangerines, tomatoes, turnip greens, and vegetable juice (low sodium)

Potassium - daily, Examples: apricots, bananas, beans, broccoli, cantaloupe, carrots, cucumber, lima beans, oranges, potatoes, raisins, spinach, sweet potatoes, tomatoes and watermelon

Fiber – daily, examples: beans or legumes, berries, fruits with skin, greens peas, potatoes/skin, squash/skin

Limit:

- Juice to one serving per meal
- Starchy vegetables to no more than one serving per meal
- Canned vegetables with sodium/salt to one serving per meal
- Canned soups/ bouillon with sodium

EXHIBIT "A"

TEXAS MODEL FOR MENU PLANNING				
Food Group Type	**Minimum Number of Servings**			**Serving Information Serving Sizes**
	Total Servings for the meal if only one meal is provided	Total Servings for the day if 2 meals per day are provided.	Total Servings for the day if 3 meals per day are provided.	
Grains	2	4	6	• 1 or 1 oz equivalent bread or grain product • ½ cup cooked cereal, pasta, noodles • ½ cup cooked rice • ¾ cup dry cereal • 1 slice of bread • 1/2 English muffin, bun, small bagel, or pita bread • 1-6-inch tortilla • 1 ¼" square cornbread • 1-2" diameter biscuit or muffin • 4-6 crackers • ¾ cup ready-to-eat cereal

INSTRUCTIONS:

Provide:

- Whole grain products are encouraged. At least one-third of the grain servings provided under this Food Group Type should be from a whole grain fiber rich source. Examples include: brown rice, bran or bran enriched food, or whole grain bread or product.

Limit:

- Quick breads such as cornbread, biscuits, and muffins due to a higher fat and sodium content should be limited to once per week.

EXHIBIT "A"

TEXAS MODEL FOR MENU PLANNING

Food Group Type	Minimum Number of Servings			Serving Information Serving Sizes
	Total servings for the meal if only one meal is provided	Total servings for the day if 2 meals per day are provided.	Total servings for the day if 3 meals per day are provided.	
Milk **Or** **Milk Alternate**	1	2	3	• 1 cup vitamin D fortified skim, 1% or 2% low fat • 8 oz low fat yogurt (vitamin D fortified preferred) • 1 cup soy beverage fortified with vitamin D and calcium • 1 ½ oz natural cheese • 2 oz processed cheese • 1 cup pudding made with fortified milk • 1 cup calcium/vitamin D fortified juice

INSTRUCTIONS:

Limit:

- Natural and processed cheese and unfortified yogurt as a alternate since these products are not vitamin D fortified

Desserts	Optional	

INSTRUCTIONS:

Provide:

- Nutrient rich desserts that include fruit, whole grains, low-fat milk products, or products with limited sugar to count toward meeting the appropriate food group required servings. (e.g., apple crisp with oatmeal topping, low-fat pudding, canned fruit, gelatin with fruit, ice cream, or frozen yogurt).

Limit:

- Desserts such as cakes, pies, cookies to once per week if one meal per day is served.

EXHIBIT "A"

TEXAS MODEL FOR MENU PLANNING				
Food Group Type	**Minimum Number of Servings**			**Serving Information Serving Sizes**
	Total servings for the meal if only one meal is provided	Total servings for the day if 2 meals per day are provided.	Total servings for the day if 3 meals per day are provided.	
Oils or Fats	Optional			• 1 teaspoon soft margarine made from unsaturated oils • 1 teaspoon oil (Olive, peanut, canola, safflower, corn, sunflower, soy and cottonseed) • 1 Tbsp mayonnaise • 2 Tbsp salad dressing
	No more than 1 serving	No more than 2 servings	No more than 3 servings	

INSTRUCTIONS:
LIMIT:

- Total fat to no more than 30% of total calories by providing an oil or fat serving only to enhance the flavor or presentation of the meal.

ELIMINATE: **ALL** sources of trans fat from the meal planning.

***Other Foods**	Optional	• Low fat gravies, sauces, condiments, mustard and catsup

INSTRUCTIONS:
***Other foods** - optional to make up additional calories as needed
Use only low or lower sodium and lower fat products
Utilize optional other foods to enhance the flavor of the meal or to help maintain holding temperatures.
Limit:

- Foods high in sodium.

(Canned soup/bouillon, prepared cooking sauces, pickles, olives, processed foods, salted foods, soy sauce).

EXHIBIT "A"

SUBMITTAL FORMS

EXHIBIT "A"

SUBMITTAL CHECK LIST – The Visiting Nurse Association of Texas
Company Name

Interested parties MUST submit one (1) Flash Drive/DVD marked as original with all signatures included and one (1) hard copy that includes all the following items listed below for consideration. The submission should be in the order stated below.

	Item	Check List
1	Proposal Submittal Check List	✓
2	Bid Pricing	✓
3	Questionnaire and References	✓
4	Submittal Affirmation Form	✓
5	Historically Underutilized Business Questionnaire & House Bill 89 Verification Form	✓
6	Menu monitoring, planning and nutrients analysis forms	✓

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Katherine Krause
Authorized Signature

President & CEO
Title

Katherine Krause
Print/Type Name

11/15/2022
Date

EXHIBIT "A"

BID PRICING

	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Meals	50,000	EA	$3.93	$196,500.00
	TOTAL				$196,500.00

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Katherine Krause
Authorized Signature

President & CEO
Title

Katherine Krause
Print/Type Name

11/15/22
Date

EXHIBIT "A"

QUESTIONNAIRE

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

General Contact Information		
Respondent Name: Katherine Krause	Title: President & CEO	
Company Name: The Visiting Nurse Association of Texas		
Company Address: 1420 W. Mockingbird Lane Ste 700		
City: Dallas	State: TX	ZIP Code: 75247
Telephone Number 214-689-0000	Fax Number: 833-546-0597	
Email Address: ceo@vnatexas.org	Federal Tax ID: 75-0800692	

Provide at Least 3 References, including contact name, agency name, title, phone number and/or email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal.

Project Reference #1	
Reference Name: Pam Folsom	Title: Recreation Supervisor
Reference Organization: City of Mesquite - Mesquite Evans and Goodbar Senior Centers	
Project Title: Congregate Meal Program	
Email Address: pfolsom@cityofmesquite.com	Telephone Number: 972-204-4964
Project Reference #2	
Reference Name: Kimberly Dykes	Title: Senior Center Director
Reference Organization: City of Seagoville - Seagoville Senior Center	
Project Title: Congregate Meal Program	
Email Address: seniors@seagoville.us	Telephone Number: 972-287-4113
Project Reference #3	
Reference Name: Holley Norman	Title: Recreation Center Supervisor
Reference Organization: City of Irving - Irving Heritage Senior Center	
Project Title: Congregate Meals	
Email Address: hnorman@cityofirving.org	Telephone Number: 972-721-7316

EXHIBIT "A"

Experience:

1. How many years has your firm been involved in providing these services?

27 Years _____ Months

2. Please list all government entities your firm has worked with in the past 3 years:

1.) HHSC Title XIX & XX
2.) Medicare
3.) DAAA Title III
4.) City of Hutchins
5.) City of Mesquite
6.) City of Duncanville
7.) City of Dallas
8.) City of Seagoville
9.) City of Irving
10.) City of Balch Springs

Reputation:

3. Has your firm failed to complete a contract? ☐ YES ☒ NO
If so, please identify the project and date:

VNA has never failed to complete a home-delivered meals or congregate meals contract.

4. Do you have any litigation issues pending in the last three years? ☒ YES ☐ NO
If yes, please explain:

Auto accident involving an employee

5. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? ☒ YES ☐ NO
If yes, please explain:

Auto accident involving an employee

EXHIBIT "A"

SUBMITTAL AFFIRMATION FORM

FORM AND ADDENDA ACKNOWLEDGEMENT

This will acknowledge your submittal contains all items and receipt of the following addenda which are part of the Solicitation Documents:

X **All items identified in Submittal Checklist have been submitted.**

_____ Addendum No.___, ____, ____, ____, _____

INTERLOCAL PURCHASING

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply

Yes ☑ No ☐

OTHER CONDITIONS

The undersigned agrees to the following:

A. **Agrees that the submittal is complete, and all required information/forms were submitted.**
B. Agrees that the bid package was fully reviewed and fully understands the requirements.
C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.
D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
E. Will supply all required insurance and execute contract within the time stated on the notice of award.
F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

SUBMITTAL CERTIFICATION

By my signature I affirm that I am duly authorized to execute this proposal as an offer to contract and in compliance with this solicitation, the undersigned firm having examined the specifications, and being familiar with the conditions to be met, hereby submits a proposal for consideration of being selected as the City's provider for said services; and agrees to enter negotiations if selected as a finalist for said services.

Katherine Krause	President & CEO
Authorized Signature	**Title**
Katherine Krause	11/15/22
Print/Type Name	**Date**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native

EXHIBIT "A"

American, American woman and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

____American Indian ___ Asian ____Black ____Hispanic ____Woman-Owned

Certification Status: Is the firm certified as a HUB, Minority, Woman or Disadvantaged Business Enterprise by a government or business development agency? ☐ Yes ☑ No
(If yes, please select specific agency)

_____ State of Texas Historically Underutilized Business (HUB)

_____ North Central Texas Regional Certification Agency (NCTRCA)

_____ Women's Business Enterprise National Council (WBENC)

_____ Texas SBA

_____ Other _____

If you answered in the affirmative, please include a copy of your certification as an attachment to your proposal.

ADDITIONAL VERIFICATIONS

Where applicable, VENDOR makes the following verifications: (a) VENDOR does not boycott Israel as that term is defined in Section 808.001 of the Texas Government Code; (b) In accordance with the terms defined in Section 2274.001 of the Texas Government Code, VENDOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not during the term of the contract discriminate against a firearm entity or firearm trade association; and (c) In accordance with the terms defined in Sections 809.001 and 2274.001 of the Texas Government Code, VENDOR does not boycott energy companies, and it will not boycott energy companies during the term of the contract.

By my signature I affirm the information provided in this submittal is accurate to the best of my knowledge.

Katherine Krause
Authorized Signature

President & CEO
Title

Katherine Krause
Print/Type Name

11/15/22
Date

EXHIBIT "A"

SOLICITATION STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS: These standard terms apply to all solicitations.

2. BEST INTEREST: The CITY reserves the right to reject any or all responses and to waive formalities. The CITY also reserves the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the CITY to do so.

3. PRICING: Unless otherwise noted in this document, price(s) quoted must be held firm for ninety (90) days to allow for evaluation.

4. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on that basis.

5. F.O.B.: All shipping shall be F.O.B. Destination.

6.COOPERATIVE/INTERLOCAL PURCHASING: If the vendor checked "yes" on the submittal affirmation form to allow for interlocal purchasing, the following will apply: Governmental entities utilizing inter-governmental contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under the contract(s) awarded from this solicitation. All purchases by governmental entities other than the City of Grand Prairie will be billed directly to that governmental entity and paid by that governmental entity. The City of Grand Prairie will not be responsible for another governmental entity's debts. Each governmental entity will order their goods and services as needed.

7. SPLIT AWARD: The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

8. WITHDRAWAL OF RESPONSE TO SOLICITATION: For a period of ninety (90) days following the date designated for the receipt of response, a response may not be withdrawn or cancelled by the vendor without approval by the CITY.

9. ERROR-QUANTITY: Submittals must be made on the units of quantity specified and on extended costs, and they must show total costs. In the event of discrepancies in extension, the unit price shall govern.

10. LATE SUBMITTALS: Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.

11. TAXES: The City of Grand Prairie is exempt from federal manufacture's excise taxes and state sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the CITY and furnished upon request.

12. ADDENDA: Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.

13. PROTEST: Protests shall be submitted in writing and filed with the Purchasing Division no less than three (3) business days prior to the CITY Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and CITY Attorney in accordance with the CITY Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the CITY Council. Protesting vendors must contact the CITY Secretary to be acknowledged and heard by CITY Council at the first available Council meeting.

14. PAYMENT TERMS: Unless otherwise specified by the CITY in this document, payment terms are Net 30.

15. PATENT RIGHTS: The vendor agrees to indemnify and hold the CITY harmless from any claim involving patent right infringement or copyrights on goods supplied.

EXHIBIT "A"

16. FUNDING: The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for October 1 to September 30. The CITY reserves the right to terminate, without liability to the CITY, any contract for which funding is not available.

17. ASSIGNMENT: Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the CITY.

18. VENUE: This agreement will be governed and construed according to the laws of the State of Texas.

19. RIGHT OF REVIEW: Vendor covenants and agrees that the CITY, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.

20. DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated CITY municipal facility.

21. STANDARD WARRANTY: Standard manufacturers' warranties shall be provided and submitted to the City of Grand Prairie upon request.

22. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

23. ORDERS AND INVOICING: A purchase order number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

24. CONFLICT OF INTEREST: The successful vendor agrees that during the contract period vendor and any of vendor's associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this contract. All activities, investigations and other efforts made by vendor pursuant to this contract will be conducted by employees or associates of vendor. Vendor further agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this contract voidable by the CITY.

a. FORM CIQ – is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the City of Grand Prairie website.

25. CONFIDENTIAL WORK: Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

26. WARRANTY, HOLD HARMLESS, AND INDEMNITY: VENDOR warrants that the commodities it delivers to the CITY shall be delivered in a good and workmanlike manner, and that any item delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

27. PROPRIETARY INFORMATION: Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted by law.

28. WAIVER OF ATTORNEYS FEES: VENDOR and CITY expressly agree that in the event of any

EXHIBIT "A"

Item 10.

CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE: 02/07/2023

PRESENTER: Duane Strawn, Director Parks, Arts & Recreation

TITLE: Annual Contract for the Congregate Meal Program at the Summit from The Visiting Nurse Association of Texas (VNA) in the amount not to exceed $196,500 for one year with the option to renew for four additional years totaling $982,500

REVIEWING COMMITTEE: (Reviewed by Finance and Government Committee on 02/07/2023)

SUMMARY:

Vendor Name	*Annual Cost*	*Total Cost*
The Visiting Nurse Association of Texas	$196,500.00*	$982,500.00

*The VNA contract is a fully reimbursable contract funded through a grant agreement with the Dallas Area Agency on Aging, resulting in a net zero cost to the city for meals.

PURPOSE OF REQUEST:

On September 20, 2022, City Council approved the contractual agreement with Dallas County and Dallas Area Agency on Aging. Parks, Arts and Recreation continues to work with Dallas County and Dallas Area Agency on Aging and The Visiting Nurse Association of Texas, offering funding and services for a senior meal program and for senior transportation to the nutrition site. During the past years, staff has been working with the agencies to enhance and expand the program for our citizens, 60 years of age and older.

Bids were received in the office of the Purchasing Manager on November 17, 2022, for the Congregate Meal Program at the Summit. Notice of bid #22140 was reviewed by one vendor. One vendor response was received, submitted by The Visiting Nurse Association of Texas. The Visiting Nurse Association is also the current vendor and has been providing meals for the Congregate Meal Program for the past 10 years.

The Congregate Meal Program is a fully reimbursable contract funded through a grant agreement with the Dallas Area Agency on Aging. Meals purchased under the Visiting Nurse Association of Texas agreement will be based on approved funds in the City's annual grant budget.

EXHIBIT "A"

Item 10.

PROCUREMENT DETAILS:

Procurement Method: ☐ Cooperative/Interlocal ☒ RFB/RFP ☐ Sole Source ☐ Professional Services ☐ Exempt

Local Vendor ☐ HUB Vendor ☐

Number of Responses: 1 RFP/RFB #: 22140

Selection Details: Low Bid ☐ Best Value ☒

FINANCIAL CONSIDERATION:

Budgeted?	☒	Fund Name:	Congregate Meals Grant Fund (FY23 Grant - Reimbursed)

ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Summary

EXHIBIT "A"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	**CONTACT NAME:** Linda Ginn **PHONE (A/C, No, Ext):** 972-770-1420 **FAX (A/C, No):** **E-MAIL ADDRESS:** Linda.Ginn@marshmma.com
INSURED VISITNURSE5 The Visiting Nurse Association of Texas 1420 W Mockingbird, Ste #700 Dallas TX 75247	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** AmGUARD Insurance Company 42390 **INSURER B :** Texas Mutual Insurance Company 22945 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 381206839 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			C1GP303024	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			C2GP302244	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			C3GP301317	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below			0002079961	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			C1GP303024	7/1/2022	7/1/2023	Each Incident Limit Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supplemental Named Insured:
Family Care Corporation
Visiting Nurse Association Private Care, Inc.
Visiting Nurse Association of Texas Foundation

Insurer Affording Coverage includes: Underwriters at Lloyds of London
Insurer Letter: C
Type of Insurance: Cyber Liability
See Attached...

CERTIFICATE HOLDER

City of Grand Prairie
Attn: Alysia Ducote, Senior Buyer
300 W Main Street
Grand Prairie TX 75050

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "A"

AGENCY CUSTOMER ID: VISITNURSE5

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC	NAMED INSURED The Visiting Nurse Association of Texas 1420 W Mockingbird, Ste #700 Dallas TX 75247
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy Number: ESLO139482507
Policy effective/expiration: 7-1-2022 to 7-1-2023
Limit: $1,000,000 each claim
Aggregate: $1,000,000
Deductible: $25,000

Additional Insured form #GL 108 02 (01/19) applies to the General and Professional Liability policy.
Waiver of subrogation form #GL 108 02 (01/19) applies to the General and Professional Liability policy.
Primary & Non-Contributory form #GL 108 02 (01/19) applies to the General and Professional Liability policy.

Additional Insured form #BA 99 04 (06/18) applies to the Automobile Liability policy.
Waiver of subrogation form #CA 04 44 (10/13) applies to the Automobile Liability policy.
Primary & Non-Contributory form #CA 04 49 (11/16) applies to the Automobile Liability policy.

Waiver of subrogation form #WC 42 03 04B applies to the Workers Compensation policy.

The General Liability and Professional Liability policy includes a blanket additional insured and waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Professional Liability policy contains an endorsement with “Primary and NonContributory” wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured and waiver of subrogation status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile Liability policy contains an endorsement with “Primary and NonContributory” wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker’s Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Cyber Liability policy includes additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status via form v3.0 1999-2021

Re: RFB 17124 Congregate Meal Program $114,000 (original amount $570,000) - Remains through 09/30/2022

Notice of Cancellation applies to the General and Professional Liability policy.
Notice of Cancellation form applies to the Workers Compensation policy.

The General Liability, Professional Liability and Workers Compensation policies includes a notice of cancellation to the certificate holder endorsement, providing for (30) days’ advance written notice if the policy is canceled by the company, or 10 days’ written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

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EXHIBIT "A"

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2023-987727
Date Filed:
02/24/2023
Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
The Visiting Nurse Association of Texas
Dallas, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Grand Prairie, Texas

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
22140
Congregate Meal Program

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Culak, Chris	Dallas, TX United States	X	
Holland, Carlton	Dallas, TX United States	X	
Krause, Katherine	Dallas, TX United States	X	
Rogers, Olivia	Dallas, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Thomas Ricciardelli, and my date of birth is 12/15/1948.

My address is 1420 W. Mockingbird Lane, Ste. 700 (street) Dallas (city), TX (state), 75247 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24th day of February (month), 2023 (year).

Thomas Ricciardelli, General Counsel
Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V3.5.1.3ac88bc0

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Adoption of an ordinance regarding the request of David Jones, applicant, representing Chris Kechejian, owner, for a Zoning Change from DD, Downtown District to LOR, Local Office Retail District on Richard F Hale ABST 566 PG 080 TR 18, more commonly known as 609 and 611 South Main Street, in the City of Duncanville, Dallas County, Texas.

Vision Statement:

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

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Nathan Warren, Senior Planner

BACKGROUND/HISTORY:
Comprehensive Plan
The Future Land Use Plan Map shows the subject property being located within Opportunity Area 10, Downtown District.The Plan envisions the Area as a regional destination and a hub of activity in the city. This would also be achieved with vertical mixed use and boutique retail development. This area is also envisioned as being pedestrian-orientated.

The Plan goes further on to list strategies that will help achieve the vision for the Downtown District:

- Facilitate the transition of nonconforming properties and land uses.
- Identify nonconforming properties and work with property owners to relocate or bring the property into compliance.
- Continue to pursue public improvements as identified in the Downtown Plan.
- Develop a unique theme and feel for the district.
- Transition smoothly to and from adjacent Opportunity Areas.

- Make walkability and connectivity (both to and through the district) a top priority.
- Identify key parcels for development and specific companies to recruit for those spaces.

This request for a zoning change from Downtown District to Local Office Retail does not reflect the Comprehensive Plan's vision.

Project Scope

The Comprehensive Zoning Ordinance states that the purpose of the DD, Downtown Duncanville District is to support a pedestrian-oriented, mixed-use urban development environment, with convenient access to rail transit, shopping, employment, housing, and neighborhood retail services. The intent is to revitalize Duncanville's Main Street to be the center of life in the community. Therefore, an efficient, compact land use pattern; encouraging pedestrian activity; reducing the reliance on private automobiles; promoting a more functional and attractive community through the use of recognized principles of urban design; and allowing property owners flexibility in land use, while prescribing a high level of detail in building design and form are encouraged by the Downtown Duncanville District. This district is intended to implement the vision laid out in the Downtown Duncanville Master Plan including maximizing development opportunities in the vicinity of the future rail transit stop at Center Street. Specifically, the zoning district will guide the private development decisions on a market based approach with flexibility in use and density.

The applicant argues that the current zoning has made leasing the subject property difficult, and that a zoning change to Local Office Retail would make leasing out the subject property easier. This request is a deviation from the vision the Comprehensive Zoning Ordinance has for the Downtown Duncanville District.

Building Design and Improvements

There are no proposed improvements associated with this request.

Landscaping and Screening

There are no landscaping improvements associated with this request.

Signage

The site must comply with Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage.

Surrounding Land Use

The subject property is surrounded by DD, Downtown District—Urban Living to the north, south, east, and west.

Planning and Zoning Commission Action

On Monday, March 13, 2023 the Planning and Zoning Commission approved the item by a vote of 5 to 0 with the following conditions:

1. Laundromat use is not permitted by right.
2. Professional Office, Regional Scale use is not permitted by right.

Council Action
Council unanimously approved item 5.A. on Tuesday, April 4, 2023.

POLICY EXPLANATION:
Notification
Thirteen (13) notices were sent out for this public hearing. One (1) response was received in favor of this request and no responses were received in opposition to the request. City council unanimously approved item 5.A. on Tuesday, April 4, 2023.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
1. Adopt the ordinance for the approved zoning request.

ATTACHMENTS:
20230414-Duncanville.ZORD 2473-134550

ORDINANCE NO. 2473

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING DD, DOWNTOWN DUNCANVILLE DISTRICT TO LOR, LOCAL OFFICE RETAIL DISTRICT ON PROPERTY LOCATED AT 609 AND 611 SOUTH MAIN STREET, DUNCANVILLE, DALLAS COUNTY, TEXAS, DESCRIBED AS RICHARD F HALE ABST 566 PG 080 TR 18; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, be, and the same are hereby amended from DD, Downtown Duncanville District zoning to LOR, Local Office Retail District on Richard F Hale ABST 566 PG 080 TR 18, more commonly known as 609 and 611 South Main Street, Duncanville, Dallas County, Texas.

SECTION 2. That said Property shall be used, developed, and maintained only in the manner and for the purposes in conformity with the Local office Retail District Use Chart and applicable regulations in the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended.

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

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

SECTION 5. That the above-described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this planned development.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Duncanville, Texas, on the 18th day of April, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Consider a resolution approving an incentive grant by the Duncanville Community & Economic Development Corporation (DCEDC) to D Squared Catering, LLC, in the amount of $6,946.62 for qualified expenditures for a building located at 519 E. HWY. 67, Duncanville, TX 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:
Agustin "Gus" Garcia, CEcD, EDFP; Managing Director of Development Services

BACKGROUND/HISTORY:
The City of Duncanville Community and Economic Development Corporation (DCEDC) was formed in 1995. The Board of Directors oversees the DCEDC and allocates funds as part of Duncanville's comprehensive economic development plan. The DCEDC offers a variety of "Design" incentive grants designed to encourage redevelopment and beautification by providing financial resources to business owners for exterior property improvements. These tenets remain focal to the DCEDC economic development incentive policy which has since been revised on July 19th, 2022. The revisions have given the DCEDC more tools to spur economic development.

D-Squared was looking for a new location and was successfully relocated to a new Duncanville location.

Grant money will be paid as a reimbursement after the project is complete. The recipient of the incentive grant must provide a written request including an affidavit of completion to the DCEDC Staff. The Building Permit Staff will then conduct an inspection of workmanship to ensure the project was completed according to all City Codes and Ordinances.

POLICY EXPLANATION:
The application by D Squared Catering, LLC, was approved by the DCEDC on March 27th, for an incentive grant totaling $6,946.62. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 and 708501

Available Budget	**Purchase Amount**	**After Encumber**
$2,132,000.00	$6,946.62	$2,125,053.38

ACTION ALTERNATIVES:

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

ATTACHMENTS:
Resolution No. - 2023-027 - DCEDC Grant - D Squared Catering, LLC -- 519 E HWY 67 - Pdf

RESOLUTION NO. 2023-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO D SQUARED CATERING, LLC, IN AN AMOUNT THAT SHALL NOT EXCEED $6,946.62 FOR A BUILDING LOCATED AT 519 E. HWY. 67, DUNCANVILLE, TEXAS 75137; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, Lindsey Janek-Rodgers of D Squared Catering, LLC, leases the building located at 519 E. HWY. 67, Duncanville, Texas, 75137; and intends to add an exterior business sign to the building; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed $6,946.62; 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 the terms and conditions of a economic development incentive grant by the Duncanville Community and Economic Development Corporation as described herein to D Squared Catering, LLC in an amount that shall not exceed $6,946.62.

SECTION 2. That the City Manager is authorized to execute any appropriate documents to execute this Resolution, after approval as to form by the City Attorney.

SECTION 3. That if any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 4. 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 18th day of April, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, 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 Kenneth Govan, its duly authorized DCEDC President, and D Squared Catering, LLC, acting by and through Lindsey Janek-Rodgers, its duly authorized representative (the "Applicant").

RECITALS

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

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their property located at 519 E Hwy 67, Duncanville Texas 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 the installation of new business signage not to exceed six-thousand and forty-six dollars and sixty-two cents ($6,946.62); and

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

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

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

WHEREAS, the DCEDC has determined that making economic development grants in accordance with this Agreement will further the objectives of the DCEDC and will benefit the DCEDC, the City, and the city's residents by helping to stimulate local economic development through beautification and site readiness for investment and development, increase the City's yearly ad valorem collections, increase sales tax, and encourage economic vitality in the City.

EXHIBIT "A"

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 3, 2023, six months after the council approval date, unless otherwise terminated as provided for in this agreement.

ARTICLE III. GRANT

3.01. **Economic Development Incentives**.

As an economic development incentive grant to assist the Applicant located at 519 E Hwy 67 in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed a total of $6,946.62 for business signage for the building 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 detail plans concerning the use of funds to achieve the purposes recited herein.

ARTICLE IV. COVENANTS OF D SQUARED CATERING 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 actually made at the address indicated herein; and

(b) Provide a copy of the 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 October 3, 2023 at 5 p.m.; and

(c) Provide proof of legal ownership of the specified location of 519 E Hwy 67, the promises in the agreement; and

(d) Signage incentive grant shall mean an amount not to exceed $6,946.62 for improvements to the improvements for the property located at 519 E Hwy 67, Duncanville Texas 75137; and

(e) Receive a certificate of occupancy on or before October 3, 2023; and

(f) Pay any property or City sales tax due before or on October 3, 2023; 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 the terms of this agreement are automatically terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

5.01. **Termination and Default.** This Agreement terminates upon any one of the following:

(a) By the Applicant, through mutual written agreements of both parties; and

(b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and

(c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final); 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 Owner's 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 Owner and such proceedings are not dismissed within ninety (90) days after the filing thereof,

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

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

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

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

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

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

(a) To ensure the Applicant compliance with the affirmative covenants set forth in this Agreement; and

(b) To determine the existence of a default or breach of the terms of this Agreement; and

(c) To ensure compliance with the prerequisites for paying a Reimbursement Incentive; and

(d) To determine whether the correct amount of sales taxes are being collected and reported.

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

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

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

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

5.11. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by the Applicant, DCEDC, and the City.

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt

requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: D Squared Catering LLC
Attention: Lindsey Janek-Rodgers
519 E Hwy 67
Duncanville, TX 75137

With a copy to:

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

City: City of Duncanville
Attention: Robert D. Brown, Jr.
P.O. Box 380280
Duncanville, Texas 75138-0280

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

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

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

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

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

5.18. **No Joint Venture.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

5.19. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on April 18, 2023.

EXHIBIT "A"

D SQUARED CATERING

_____
By: Lindsey Janek-Rodgers
Its: Duly Authorized Representative
Date: _____ __, 2023

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

_____
By: Kenneth Govan
Its: Board President
Date: _____ __, 2023

CITY OF DUNCANVILLE

_____
By: Robert D. Brown, Jr.
Its: Interim City Manager
Date: _____ __, 2023

EXHIBIT "A"

D SQUARED CATERING Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized representative of D Squared Catering LLC, and that they are authorized by said to execute the foregoing instrument as the act 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 _____, 2023.

_____
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 _____, 2023.

_____
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 _____, 2023.

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT "B"

Incentives & Grants Assistance Application

The Perfect Blend of Family, Community and Business

Property Owner J&LP Properties, LLC
Mailing Address 2020 Juniper Ridge Rd
City Cedar Hill Tx **State & Zip** Tx - 75104
Phone 214-293-4876 **FAX** **Email** Shorty@shortyscustompaint.com

Project Representative Lindsey Janek-Rodgers
Mailing Address 907 Green Rock Dr.
City Duncanville **State & Zip** Tx - 75137
Phone 214-732-3638

Business Name D Squared Catering
Property Address 519 Hwy 67
Will You? Lease Lease **OR** **Own the Property?**
Legal Description
Type of Business Catering **Years in Business** 11
Market Area DFW **Business Plan Available?** (If yes, please attach)

Project Description: Describe the project and discuss any environmental impact the project may create.
Building Sign - Drive in more business

Square footage of Project: 4,000 **Date Projected for Occupation of Project/Initiation of Operations** ~~1/1/2023~~ 1/31/2023

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 7 **Total Annual Payroll $** 180,000
Type of Jobs Created NA
Percentage of Employees who will be Duncanville Residents 57%
Number of Hourly Employees 5 **Number of Salaried Employees** 2

Fiscal Impact
Amount of Real/Personal Property Value Added to Tax Rolls $ 3,000
Estimated Direct Sales Tax to be Generated $ 25,000
Projected Total Annual Operating Budget of this Facility $ 80,000
How will this project affect existing businesses and/or facilities? Improved overall look of the building, and drive in more traffic.

Growth Expectations: **Year One** 10% **Year Two** 10% **Year Three** 10%

What infrastructure construction would be required? Hanging the sign

Interior Expenditures $ **Exterior Expenditures $** 5,700-$7,000

EXHIBIT "B"

IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Non-profit entities and residential property do not qualify.
- Work cannot have started prior to City Council approval.
- 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** of the property/portion requiring the grant.
- Requires **3 detailed bids; one must be from a Duncanville Business if service is offered locally.**
- **Bid information should also include the following:**
  - Business Name
  - Contact Name
  - Contact Phone Number
  - Business Address
- Each grant may be approved by the DCEDC for up to **70% of the lowest of the required three bids** but ***not to exceed the actual cost*** for the project. See below.
- Grants are always paid as a ***REIMBURSEMENT***.
- The City will take a "Before" photo of the property and 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 ***Affidavit 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 DESIGN INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ **Paint Grant** Maximum amount available: $5,000 Amount Requested $ _____

Program Specifications:

1. Grants may be approved for up to 70% of the lowest of the three bids, up to $5,000.
2. Reimbursement will be made to the applicant up to 70% of the actual cost not to exceed the original amount approved.
3. Eligible costs include supplies, cost to appropriately prepare surfaces of the building, and labor costs.
4. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise, and the DCEDC will evaluate the application on a case-by-case basis.
5. New construction projects are not eligible.
6. Buildings can only qualify every seven (7) years for a paint grant unless special circumstances arise and then the DCEDC will evaluate the application on a case-by-case basis.

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 Participation Grant** Maximum amount available: $5,000 Amount Requested $ _____

Program Specifications:

1. Grants may be approved for up to 70% of the lowest of the three bids, up to $6,000.
2. Reimbursement will be made to the applicant up to 70% of the actual cost not to exceed the original amount approved.
3. Eligible costs include materials, labor costs, permit/tap fees.
4. Plants must be non-annuals.
5. Drought tolerant and Texas native plants are encouraged.
6. Properties can only qualify every seven (7) years for a landscaping grant unless special circumstances arise and then the DCEDC will evaluate the application on a case-by-case basis.

EXHIBIT "B"

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 Update Grant** Maximum amount available: $5,000 Amount Requested $ 5,000

Program Specifications:

1. Grants may be approved for up to 70% of the lowest of the three bids, up to $5,000.
2. Reimbursement will be made to the applicant up to 70% of the actual cost not to exceed the original amount approved.
3. Eligible costs include sign, labor costs, sign permit fee.
4. 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. (The City will also take a photo of the building prior to work beginning.)
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant** Amount Requested $ _____

The DCEDC will consider all Facade and Architectural Improvement Grants on a case-by-case basis.

Total Grant Amount Requested $ 5,000

******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 Design Incentive Grant 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 paid at the completion of project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request and approval must be made prior to the commencement of the project (Design Incentive Grants cannot be approved retroactively). 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. The Grant can only be paid as a reimbursement of up to 70% of the actual cost not to exceed the original amount approved, and a Letter of Completion of Work must be submitted to the City. I also understand that the approval of the Design Incentive Grants is effective for one year from the date of City Council approval, and the project and/or disbursement of the grant funds must be made prior to the one-year approval anniversary. 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 Lindsey Janek-Rodgers **Date** 2/27/23

Signature Lindsey Janek-Rodgers

City of Duncanville
Economic Development Office
203 E Wheatland Road
PO Box 380280
Duncanville, TX 75138-0280
972.780.5090
www.duncanvilleEDC.com

Duncanville
City of Champions

D² Catering
DIVINE DINING DESERTS & DECOR

EXHIBIT "B"

EXHIBIT "B"

WORK ORDER

2550 E Trinity Mills Rd, Suite 146
Carrollton, TX 75006
MAIN:469-777-0777 FAX: 508-664-0479

DATE: January 30, 2022
D-Squared Catering
519 E Hwy 67
Duncanville, TX 75137

DESCRIPTION		AMOUNT
35.5"By 119"Chanel Box Sign Spelling: "D-Squared Catering Dining Deserts & D"cor + Intallation & permits.		$5,273.83
	Sub-Total	$5,273.83
Management Fees, Consulting Fees and Taxes are included.	**TAX**	$435.09
PRICING VALID FOR 30 DAYS ONLY.	**Total**	$5,708.92
	Deposit	$2,854.46
	Balance due upon installation	$2,854.46

Buyer Agrees:

1.G Signs Creative will not be responsible or accept any terms, conditions, changes or understandings not specified in writing on this work order.

2.The Buyer agrees to pay for the services and products mentioned in this work order and/or the art sheet.

3.The buyer understands and accepts that the merchandise described herein is not an article of general trade or utility, but is to be designed and constructed for the special distinctive purposes of the buyer and is of no value to G Signs Creative.

4.The buyer accepts that the title to the merchandise described passes to buyer upon acceptance of the buyer's order by G Signs Creative and there after Buyer will not cancel this agreement.

5.The Buyer agrees that the deposit is not refundable.

6.Buyer understands and accepts that upon delivery of the merchandise or rendering of services described in this work order and/or art sheet, Buyer will promptly accept said merchandise or service and pay the balance due no later than the same day of the service been render or delivery/installation of the product.

7.The buyer agrees that in the event of failing to make payment as required herein, or otherwise defaults in the performance of any condition of this contract, Buyer shall reimburse G Signs Creative for any and all collection expenses, including but not limited to reasonable attorney's fees (before/after any court action filed to enforce this contract,) court cost and cost of suit, and collection fees assessed by a commercial agency, if any. Further, in the event Buyer refuses or otherwise fails to take delivery of the merchandise when shipped, installed or produce in accordance with this contract, Buyer shall be liable for and shall reimburse G Signs Creative for cost of storage and for any expense incurred by Seller in the reshipping of the merchandise, i.e. handling, labeling, crating, hauling, and freight cost.

8.Client understands that all designs provided by G Signs " Decor, as proposals and/or as final designs, are the intellectual property of G Signs " Decor and that the use of these designs without G Signs " Decor's written authori"ation will imply a violation of their intellectual property rights.

9.The Buyer understands and agrees that failing to perform any term or condition or agreement under this contract for any reason will incur client a penalty of $3,000.00 payable to G Signs Creative plus the total amount of the agreement including any legal fees, collection expenses, and/or fees expressed in term 7 of this agreement.

10.Client must provide an electrical outlet and a connection point for the sign at a distance no greater than 2 feet from the location where customer intends the sign to be installed or as instructed by G Signs Creative. Client must also provide a mechanical timer and breaker to ensure the warranty on the sign.

11.G Signs Creative is not responsible for acts out of our control that will damage the product, or delays the installation process.

12.Buyer agrees that the sign is considered an improvement to real property required and authori"ed by the landlord and if removed, it will cause substantial damage to real property and the projected image.

13.The agreed price on this WO includes taxes which will be discriminated on the final invoice.

14.Installation date is only an estimate and will not be accepted as a promise date, the installation or delivery of any product will be up to G Signs Creative discretion.

15. Buyer has the right to request in writing a copy of the work order or warranty statement at any time.

16. On any credit and/or debit card payments, client waves the right for charge backs as he/she agrees that the deposit or any payments received by G Signs Creative are not refundable and any issues after installation will be cover under a limited warranty, this includes any electronic payments.

SIGNATURE (G Signs Creative)
"""""""""""""""""""""""""""""""""""""""
PRINT NAME

SIGNATURE (BUYER)
"""""""""""""""""""""""""""""""""""""""
PRINT NAME

THANK YOU FOR YOUR BUSINESS!

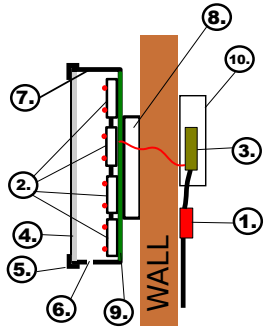
EXHIBIT "B"

GSIGNS CREATIVE

Design Approval Form

Client: D2 Catering

Channel Box



1. J Box
2. White Evererbrite LED, .72 Watts per module.
3. 12V - 100W - 120V Input 60Hz Power Supply at Remote location.
4. 1/8-inch white acrylic with vinyl graphics.
5. 1" Black Trim cap.
6. Water Draining Holes 2 per letter.
7. .04 Aluminum, black exterior and white interior for better reflection.
8. Raceway to match stone color.
9. 1/8" Polyethylene core masked on both sides with .012" aluminum.
10. LED Power Supply Box TC15TOW-LED with disconnect switch.

TECHNICAL DRAWING NOT TO SCALE

All electrical signs to bear the UL label

Signature: _____ **Date:**

Print Name: _____

- All design and/or artwork is intellectual property of GSIGNS.
- Client accepts the design as shown on this document.
- Client accepts the terms and conditions of the work order.

www.gsignstx.com

EXHIBIT "B"

High Value Signs & Studio
8409 Sterling St., Suite B (Mail C-4) Irving, TX 75063
info@highvaluesigns.com
972-915-6970

License #: TSCL #18778
http://www.highvaluesigns.com/

Quote 11742

Building Illuminated Sign - Black with White Lettering - LARGER SIZE

SALES REP INFO
Myra Brown - High Value Signs
myra@highvaluesigns.com

QUOTE DATE
02/14/2023

QUOTE EXPIRY DATE
03/01/2023

TERMS
50% on order/50% on completion

ORDERED BY
D2 Catering
Duncanville Location
519 Highway 67
Duncanville, TX 75137

INSTALL ADDRESS
Duncanville Location
519 Highway 67
Duncanville, TX 75137

CONTACT INFO
Kenneth Rodgers
Ken@1stchoiceawards.com
+1 972-754-4964

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	**Building Contour Cabinet Sign - Illuminated - LARGER - Black and White** Illuminated cabinet sign; UL listed Client to provide their logo in .ai or .eps file format and any high res images; add'l fees for logo rework or images Includes: Layout/set up, permit acquisition service, fabrication, and installation. Does not include the actual cost of the permit charged by the City; this is passed through at cost once assessed; estimated at $150-$275 Client to supply dedicated circuit and jbox mounted to interior wall within 5 ft sign install location and at least a 2'x2' access point to get behind the wall Height: 61.87 Inches Width: 146.6 Inches	1	Each	$6,417.20	$6,417.20	Y

EXHIBIT "B"

Unless otherwise indicated, orders less than $500, total amount due upon order. Orders more than $500, 50% deposit with balance due upon completion unless other terms are given. Minimum order is $250. Approved Change Orders and related costs will be added to orders. There is an additional 3% convenience charge on card transactions/orders over $10,000.

Price for any design/layout work includes 2 rounds of changes. Add'l fee for add'l design and changes. Price is ONLY for design time for this project. Requests in the future for the art files may or may not be filled and if filled will be charged market rate for the art plus labor.
Customer provides print-quality art, .eps logo, fonts, and images if applicable. If a specific color is required, a Pantone or Sherwin Williams color code must be given to High Value Signs. Pantone colors are preferred. Please note that we cannot guarantee CMYK or RGB colors. We can create an .eps logo or acquire images/art if needed for an additional charge.
A sign off on Quote, Order Confirmation or Invoice and Final Proof is required to start. Sign off on the quote, order or pick up, delivery, and/or installation is also approval to charge the card on file for any balance due. Client approval is deemed to include landlord approval. Proof and quote are not a guarantee of city or landlord approval.
If lighted sign, customer responsible for providing a dedicated circuit and jbox to within 5 feet of the location where the sign will be installed.If signage is removed from a building or structure, High Value Signs will patch holes with silicone but will not paint or resurface.
Should obstructions like steel girders, rock, etc. be encountered during installation or drilling additional costs will be added to the final invoice price. Vinyl jobs require client acceptance for up to a 5% margin for error, 5% of the total square footage of vinyl. And client accepts that any job done in panels will show a seam.
Any additional work requested other than above specifications shall involve extra cost and are subject to completion on a separate day.
All agreements are contingent upon delays beyond our control (weather, accidents, equipment failure, etc.). Delivery dates are estimated not guaranteed.
Permit Acquisition Service does not include the actual cost of the permit. All risk of not permitting signs is borne solely by the client, who agrees that additional costs shall be incurred to resolve any issue raised by a regulating body like the City or Associations. Our fee for Permit Acquisition Service is non-refundable (i.e. payable regardless of the city issuing the permit or not). Signs stored at our location are subject to monthly storage fees.
Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599 website: www.tdlr.texas.gov.
Orders cancelled prior to production are subject to design fees plus a 20% cancellation fee. There are no refunds after production has started. All signs remain the property of High Value Signs until they are paid for in full. Late fees are assessed on any invoice that is over 30 days due.

Setup:	**$0**
Misc. Charges:	**$0**
Subtotal:	**$6,417.20**
Sales Tax (8.25%):	**$529.42**
Total:	**$6,946.62**

Downpayment (50.0 %)	**$3,473.31**

SIGNATURE: **DATE:**

D2 Catering Building Sign

EXHIBIT "B"

BLACK

WHITE

EXISTING CONDITION

HighValueSigns
Excellence ▪ Innovation ▪ Service
Licensed Electrical Sign Contractor TSCL# 18778
8409 Sterling St. Suite B, Irving TX 75063
972-915-6970 | info@highvaluesigns.com
www.highvaluesigns.com

*****REVIEW PROOF CAREFULLY! Production cannot begin until we receive your authorization that the Proof is accurate*****		
Customer:	☐ Approved	Signature:
Designer:	☐ Revise & Resend	Today's Date:
Sales: Myra Brown	Changes Needed (if any) - note here or mark image above:	

All artwork is property of High Value Signs and cannot be reproduced without prior written permission from High Value Signs. High Value Signs reserves the right to make minor changes, if needed, to the proposed signs during the production process. Actual color may vary due to materials, coatings, substrates, lighting, screen resolution, and refection of surrounding color. Rendering is not a guarantee of scale or color. Signs are produced only from an Approved Proof - not from emails nor verbal conversations. Be sure the above is exactly what you want. Regulated by the Texas Department of Licensing and Regulation. P.O. Box 12157, Austin, Texas 78711. 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov TSCL #18778

signs manufacturing EXHIBIT "B"

4610 Mint Way, Dallas, TX 75236
(800)333-7137 F:(214)339-9987
www.SignsManufacturing.com

Sales Order #:**2302103107** Preparation Date:021023 Your Sales Consultant is **Steven**

Billing Address		**Job / Shipping Address**	
Name:	**Kenneth Rodgers**	Name:	
Company:	**D2 Catering**	Company:	
Address:	**519 Hwy 67**	Address:	
City, State, Zip:	**Duncanville, TX**	City, State, Zip:	
PO#:		Email:	**ken@1stchoiceawards.com**
Phone#:		Phone#:	**972-754-4964**

DESCRIPTION

Fabricate and install a 58 inch x 152 inch aluminum "pan" sign, 2 inch deep, with automotive grade paint finish. The sign will consist of 0.08" aluminum, ideal for this size to prevent bowing or a "wavy" look. The face will be seamed between aluminum panels, but the seams will be flush to make them as minimal as possible. Face color will be black

The corners will be rounded.

The face of this sign will have its graphics routed out and the sign will have 35 feet of backlighting LEDs so that not only the letters light up, but the edges of the sign glow to create a unique sign appearance. The cut-out portion of the lettering will be backed with acrylic, color white
Installation is included in the DFW metroplex.

Permit filing labor with the City is included. The City's permit fee is additional.

***YOUR COST*:**	**$6353**
EXTENDED WARRANTY:	Additional
ENGINEER'S DRAWING:	Additional if required
INSTALLATION:	Additional
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.

EXHIBIT "B"

D2 Catering
DIVINE DINING DESIGN & DECOR
519
FIRE LANE NO PARKING

152 in
68 in
D2 Catering
DIVINE DINING DESIGN & DECOR

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Consider approving a Grant of Hotel Occupancy Tax Funds from the 2022-23 Budget; and, authorizing the execution of a Grant Funding Agreement in an amount not to exceed $36,000 to Esposure, Inc.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **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:
Agustin 'Gus' Garcia, Managing Director of Development Services

BACKGROUND/HISTORY:
The City's Hotel Motel Tax revenues are generated from a seven percent tax paid by guests who rent a hotel room within Duncanville. This local tax is authorized by the State of Texas therefore, the expenditures of these funds are restricted and must be used according to state law.

There is a two-part test for every expenditure of local hotel occupancy tax.

Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry. "Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity.

This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded

event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and t he hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it.

Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may result from individuals who come from another city or county to stay in an area lodging property at least in part to attend the hotel tax funded event or facility. If the funded event or facility is not reasonably likely to directly enhance tourism and the hotel and convention industry, local hotel occupancy tax revenues cannot legally fund it. Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to attract tourists and hotel guests. If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity indicate how they will market the event to attract tourists and hotel guests.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues. The nine categories for expenditure of the hotel occupancy tax are as follows:
1-) Funding the establishment, improvement, or maintenance of a convention center visitor information center.
2-) Paying administrative costs for facilitating registration.
3-) Advertising, solicitations, and promotions that attract tourists delegates to city its vicinity.
4-) Expenditures promote arts.
Under § 351.103(c), with population under 125,000 may expend up 15% hotel occupancy tax revenue collected art-related programs also tourism local activity. Specifically, it allows funding encouragement, promotion, application arts including instrumental vocal music, dance, drama, folk art, creative writing, architecture, design allied fields, painting, sculpture, photography, graphic craft arts, motion pictures, radio, television, tape sound recording, other presentation, performance, execution exhibition these major art forms. However, if not enough facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

However, if not enough facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

Section 351.101(a) of the Tax Code specifically states that “the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry.” The Texas Attorney General reaffirmed this standard when it held in Opinion GA-0124: “Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry, and only for the specific uses listed in the statute.” In order to comply with the hotel occupancy tax statute, THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements: The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or “other arts related to the presentation, performance, execution and exhibition of these major art forms.” The hotel occupancy tax funded programs and events are advertised and open to the general public. The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:

•Recipient books hotel rooms for visiting artists and offers hotel related information to attendees of the organization's hotel occupancy tax funded events.
•The recipient promotes or markets its events outside of the local area through standard media promotion or advertising, websites, mailing lists, local, regional and national listings in publications and calendars and use of social media and where appropriate includes a link to information about area hotels.
•The recipient, either through audience or attendee questionnaires, polling, or hotel block booking codes, demonstrates that hotel guests, tourists, convention attendees or other out-of-town visitors have attended its hotel tax funded events.
5-) Funding historical restoration or preservation programs.
6-) Funding certain expenses, including promotional directly related to a sporting event within counties with population of fewer than 1 million.
7-) the enhancement or upgrading existing sports facilities fields for municipalities.
8-) transportation systems tourists.
9-) Signage directing tourists sights and attractions that are visited frequently by hotel guests in municipality.

POLICY EXPLANATION:
The City Council has approval over the expenditure of Hotel Occupancy Tax (HOT) Funds. Based on City Council's prior direction, all Hotel Motel Tax Grants are paid on a reimbursement basis for approved expenditures.

FUNDING SOURCE:

ORG and Object Number
10011000 and 700450

Available Budget	**Purchase Amount**	**After Encumber**
$412,945.00	$36,000.00	$376,945.00

ACTION ALTERNATIVES:
1. Approve funding in the amount of $36,000 for an offer of a Hotel Occupancy Tax Grant for the FY22-23 Budget for Esposure, Inc.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1:Resolution No. - 2023-028 - HOT Grant FY23 Funding-Esposure, Inc with HOT Grant Fund Application

RESOLUTION NO. 2023-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 22-23 BUDGET IN AN AMOUNT NOT TO EXCEED $36,000 TO ESPOSURE, INC TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY AND APPROVING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY; CONDITIONAL UPON APPROVAL IN THE FY 22-23 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 351 of the Texas Property Tax Code to levy a hotel occupancy tax to be used to directly enhance and promote tourism and the convention and hotel industry; and

WHEREAS, the City has, by ordinance, imposed a local hotel occupancy tax; and

WHEREAS, the Esposure, Inc promotes Duncanville by hosting a nationally-recognized amateur E-sports tournament; and

WHEREAS, the Duncanville City Council, after consideration of the application of the Applicant finds that expenditures of local hotel occupancy tax revenues for the grant as set forth herein, will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories.

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

SECTION 1. The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in an amount not to exceed thirty-six thousand dollars ($36,000.00) and no cents to the Esposure, Inc ; and authorizes the City Manager to execute the grant agreement after approval as to form by the City Attorney.

SECTION 2. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of April, 2023.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Janie Willman, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

HOTEL OCCUPANCY TAX USE GUIDELINES
UNDER TEXAS STATE LAW
FUNDING APPLICATION FORM

State Law: As authorized by state law, the City of Duncanville collects a Hotel Occupancy Tax (HOT Funds) from hotels, bed & breakfasts, and other lodging facilities. Under state law, the revenue from the HOT Funds may be used only to directly promote tourism and the hotel and convention industry. **Chapter 351 of the Tax Code states that the use of HOT Funds is limited to:**

a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both.

b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality.

d) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** expenses including promotional expenses, directly related to a sporting event in, which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city.

g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**
   1. the commercial center of the city;
   2. a convention center in the city;
   3. other hotels in or near the city; or

4. tourist attractions in or near the city.

The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit costs to transport the general public.

h) **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.**

City of Duncanville: The City of Duncanville accepts applications from groups and businesses whose program fits into one or more of the above categories. **In order to ensure funding consideration for your event, requests for funds should be submitted on this official application by August 31, 2022 .** The application will be reviewed by the City of Duncanville staff to ensure the funding requests meets state guidelines. Once the application has been reviewed and is determined it meets minimum state qualifications for funding, the applicant will be invited to provide a presentation on their funding request to City Staff. The request will then be analyzed to determine the event's total economic impact to the community. Staff will notify the applicant when their request and staff's recommendation will be presented to the City Council for consideration. The applicant is required to attend the City Council meeting in order for the request to be considered. The applicant may be asked to provide the City Council a presentation regarding their request as well.

Eligibility and Priority for Hotel Tax Funds: ***Priority will be given to those events and entities based on their ability to generate overnight visitors to Duncanville.*** The amount that you are requesting should consider the gross amount of hotel night revenue that you are predicting that will be created or sustained by your event. If an event will not generate any meaningful hotel night activity, it is not eligible for receipt of hotel occupancy tax funds. HOT Funds awarded will be based on the number of hotel rooms rented and the economic impact to the city. Events can prove this potential to generate overnight visitors by:

a) **historic information on the number of room nights used during previous years of the same events**;

b) **current information on the size of a room block that has been reserved at area hotels to accommodate anticipated overnight guests attending the funded event;**

c) **historical information on the number of guests at hotel or other lodging facilities that attended the funded event (through surveys, guest directories, or other sources); and/or**

d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors to local lodging properties from this event.**

Use of Revenues from Event: A portion of the revenues from any event and/or project receiving any type of funding assistance from the HOT Funds should be channeled back into the future costs of operating that same event or the continued operation of the project. No other outside event(s), project, charity, etc., sponsored by the host organization may profit from the City of Duncanville funding of a particular event.

EXHIBIT "A"

Supplemental Information Required with Application: Along with the application, please submit the following:

_____ Proposed Marketing Plan for Funded Event
_____ Schedule of Activities or Events Relating to the Funded Project
_____ Past Marketing Materials used to promote the event

Please Submit to: Agustin Garcia, Director of Economic Development

Mail To:
P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call 972.780.4997.

EXHIBIT "A"

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: 04/12/2023

Organization Information

Name of Organization: Esposure Inc.

Address: 411 E HWY 67

City, State, Zip: Duncanville, Texas, 75137

Contact Name: Danny Martin Contact Phone Number: 4694717199

Web Site Address for Event or Sponsoring Entity: www.esposure.gg

Non-Profit or For-Profit Status: For-Profit Tax ID #: 85-2238601

Entity's Creation Date: 06/20/22

Purpose of your organization: Esposure is dedicated to helping individuals find their career pathways through esports and gaming.

Event Information

Name of Event or Project: Esposure - Vanta Texas HS and MS Esports Championship

Date of Event or Project: 05/05/2023 - 05/07/2023

Primary Location of Event or Project: Esposure Inc.

Amount Requested: $ 36,000

How will the funds be used? Digital Marketing Material within Event In-Venue Production and LIVE Broadcast/Stream for hotels, and local attractions in the City of Duncanville. Purchase of rental equipment (Gaming Monitors and Peripherals)

EXHIBIT "A"

Primary Purpose of Funded Activity/Facility:

To provide a competitive platform for the best high school and middle school competitive gamers in Texas to showcase their skills in front of collegiate scouts. This this event is also for scholastic students to intern and/or spectate during the event to to learn about the career opportunities within the gaming and esports industry.

Percentage of Hotel Tax Support of Related Costs

17% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

3% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

0 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 0 %

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **b) Registration of Convention Delegates**: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

EXHIBIT "A"

☑ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: $ 18,000

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums**. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☑ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: $ 18,000

How many individuals are expected to participate in the sporting related event? 400

EXHIBIT "A"

How many of the participants at the sporting related event are expected to be from another city or county? 350

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

100 Rooms Booked at $120/night for 3 nights. Total Revenue to hotels + $36,000

In detail, describe how the funds will be used and include appropriate documentation.

Digital Marketing/Advertising and Facility and Equipment Rental

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city**. Amount requested under this category: $ 2,000

What sites or attractions will tourists be taken to by this transportation? Esposure Inc.

Will members of the general public (non-tourists) be riding on this transportation? Yes

What percentage of the ridership will be local citizens? 10%

In detail, describe how the funds will be used and include appropriate documentation.

Bus Rental Cost. Bus Operator Cost

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality**. Amount requested under this category: $_____

What tourist attractions will be the subject of the signs?

EXHIBIT "A"

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 2
2. Expected Attendance: 400
3. How many people attending the Event or Project will use Duncanville hotels? 350

   Number of rooms rented for your event: 100
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? Yes. 40 La Quinta. 40 Hilton Garden Inn. 20 Holiday Inn Express

   _____

   _____

   _____

   _____
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	**Assistance Amount**	**Number of Hotel Rooms Used**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* **Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.**

EXHIBIT "A"

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Surveys and Room Block Usage

7. Please list other organization, government entities, and grants that have offered financial support to your project: N/A

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   Yes. $40. Yes. Net profit $15,000. It will be used to plan the next esports event at Esposure within the City of Duncanville.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

   Newspaper: $_____
   Radio: $_____
   TV: $_____
   Other Paid Advertising: $_____

   Number of Press Releases/Media Alerts sent to the Media: _____
   Number of Direct Mailings to out-of-town recipients: _____

   Other Promotions: _____

10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? Yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays? Yes.

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

EXHIBIT "A"

LIVE Broadcast and Production via Twitch.tv.

13. What geographic areas does your advertising and promotion reach? Global Audience

14. How many individuals will your proposed marketing reach that are in another city or county? 90,000

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

    Expected Attendance Monthly/Annually: _____

    Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit To: Agustin Garcia, Director of Economic Development

Mail To:
P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call 972.780.4997.

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Consider an Ordinance of the City of Duncanville, Texas, approving and adopting an increase in the exemption of appraised value of residence homesteads in the city from $30,000 to $35,000 of appraised value for an adult who is sixty-five years of age or older; an increase to the exemption of appraised value of residence homesteads in the city from $30,000 to $35,000 of appraised value for an adult who receives disability insurance benefits under Federal Old Age, Survivors, and Disability insurance; amending the Code of Ordinances by amending Chapter 18 "Taxation," Article I "In General," by amending subsection 18.4 tile from 'Reserved' to 'Levy of Property Tax' and adding language; by amending subsection 18.5 title from 'Reserved' to 'Residence Homestead Exemption for Senior Citizen' and adding language; and by amending subsection 18.6 title from 'Reserved' to 'Residence Homestead Exemption for Disabled' and adding language.

Vision Statement:

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

STAFF RESPONSIBLE:
Jennifer Otey, Chief Innovation Officer

BACKGROUND/HISTORY:
In the FY 2022-23 budget season, staff discussed with City Council the commitment to increasing the senior citizen and disabled property tax exemption beginning with the tax year 2023 (FY2023-24 budget). The current exemption is $30,000, last updated in the tax year 2018. With the continued increase in home values across the Dallas-Fort Worth Metroplex, the City recognizes the growing tax burden on the citizens of Duncanville. The commitment made in FY 2022-23 was to increase the exemption by $5,000 for the tax year 2023 (FY 2023-24 budget) from $30,000 to $35,000. Additionally, the commitment is to increase the exemption by another $5,000 for the tax year 2024 (FY 2024-25 budget) from $35,000 to $40,000.

To provide an idea of how much the increase in exemption would impact revenues for the City, a scenario was calculated using the tax year 2022 values for both the senior citizen and the disabled groups. This information was pulled from the Dallas Central Appraisal District certified rolls.

TAX YEAR 2022	Total Parcels	Total Improvement Value	Taxable Value	Estimated reduction in taxable value	Estimated Taxable Value with updated exemption	Property Tax @ 0.650460
Disabled Roll @30,000 Exemption	291	59,698,780.00	42,855,666.00			278,758.97
Disabled Roll @35,000 Exemption	291	59,698,780.00	42,855,666.00	(1,455,000.00)	41,400,666.00	269,294.77
						(9,464.19)
Over 65 Roll @30,000 Exemption	3083	689,829,460.00	545,397,692.00			3,547,593.83
Over 65 Roll @35,000 Exemption	3083	689,829,460.00	545,397,692.00	(15,415,000.00)	529,982,692.00	3,447,325.42
						(100,268.41)
		TOTAL ESTIMATED REDUCTION IN TAX INCOME				**(109,732.60)**

The estimated reduction in tax revenue to the City based on the 2022 tax year values is $109,732.

POLICY EXPLANATION:
Dallas Central Appraisal District, for the tax year 2023, has a deadline of April 21, 2023, for Cities to provide an ordinance, if updates to exemptions will apply. This will allow for the updates to be calculated in the first EVR (Estimate of Value Report), projected to be released on May 8, 2023. Additionally, there is no reference to exemptions written in the Code of Ordinances. This ordinance will provide for the increase in the exemption amount, as well as provide for language in the Code of Ordinances, that is currently in reserve.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	Purchase Amount	After Encumber
NA	NA	NA

ACTION ALTERNATIVES:
1. Approve the Ordinance as written to increase the homestead exemption for Senior Citizen and Disabled from $30,000 to $35,000 for the tax year 2023; and update the Code of Ordinances accordingly.
2. Do not approve the Ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:
Ordinance 2470 - Amending Property Tax Exemptions and Code of Ordinances

ORDINANCE NO. 2470

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AND ADOPTING AN INCREASE IN THE EXEMPTION OF APPRAISED VALUE OF RESIDENCE HOMESTEADS IN THE CITY FROM $30,000.00 OF APPRAISED VALUE TO $35,000.00 OF APPRAISED VALUE FOR AN ADULT WHO IS SIXTY-FIVE (65) YEARS OF AGE OR OLDER; AN INCREASE IN THE EXEMPTION OF APPRAISED VALUE OF RESIDENCE HOMESTEADS IN THE CITY FROM $30,000.00 TO $35,000.00 OF APPRAISED VALUE FOR AN ADULT WHO RECEIVES DISABILITY INSURANCE BENEFITS UNDER FEDERAL OLD AGE, SURVIVORS, AND DISABILITY INSURANCE; AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 18 "TAXATION" ARTICLE I "IN GENERAL" BY AMENDING SUBSECTION 18.4 TITLE FROM 'RESERVED' TO 'LEVY OF PROPERTY TAX' AND ADDING LANGUAGE; BY AMENDING SUBSECTION 18.5 TITLE FROM 'RESERVED' TO 'RESIDENCE HOMESTEAD EXEMPTION FOR SENIOR CITIZEN' AND ADDING LANGUAGE; BY AMENDING SUBSECTION 18.6 TITLE FROM 'RESERVED' TO 'RESIDENCE HOMESTEAD EXEMPTION FOR DISABLED' AND ADDING LANGUAGE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City") desires to increase the Senior Citizen and Disabled Property Tax Exemption by $5,000, amending the exemption from $30,000 to $35,000 beginning with tax year 2023 and continuing thereafter; and

WHEREAS, the City desires to amend the Code of Ordinances, Chapter 18 "Taxation", Article I "In General", to use subsections 18.4, 18.5, and 18.6, currently labeled as "reserved" to include titles and language specifying the exemption amounts for senior citizen and for disabled.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves the increase in the property tax exemption for senior citizen and disabled from $30,000 to $35,000.

SECTION 2. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Chapter 18 "Taxation," Article I " In General," by amending subsection 18.4 title to "Levy of Property Tax" and including language, subsection 18.5 title to "Residence homestead exemption for senior citizen" and including language, and subsection 18.6 title to "Residence homestead exemption for disabled" and including language, and to hereinafter read as follows:

"CHAPTER 18 – TAXATION

ARTICLE 1. – IN GENERAL

Sec. 18-1. – Tax assessor and collector

. . . . .

Sec. 18-4. – Levy of Property Tax

That the City Council shall annually levy an ad valorem property tax on real property necessary to fund the maintenance and operations and debt service of the city for the ensuing fiscal year, beginning October 1st as provided by an adopted budget of the city as authorized by and home rule charter and state law.

Sec. 18-5. – Residence homestead exemption for senior citizen

Pursuant to Article VIII, Section 1-b of the Texas Constitution and Section 11.13(d) of the Texas Property Tax Code, Thirty-Five Thousand Dollars ($35,000) of the appraised value of the residence homestead of an individual 65 years of age or older shall be exempt from ad valorem taxation beginning with tax year 2023 and continuing thereafter, provided, however such individual qualifies for and makes application for such exemption in accordance with the Texas Property Tax Code, as amended.

Sec. 18-6. – Residence homestead exemption for disabled

Pursuant to Article VIII, Section 1-b of the Texas Constitution and Section 11.13(d) of the Texas Property Tax Code, Thirty-Five Thousand Dollars ($35,000) of the appraised value of the residence homestead of an individual who is disabled shall be exempt from ad valorem taxation beginning with tax year 2023 and continuing thereafter, provided, however, such individual qualifies for and makes application for such exemption in accordance with the Texas Property Tax Code, as amended.

. . . . ."

SECTION 3. Amendment of Ordinances. That all provisions of the Ordinances of the City of Duncanville, Texas, conflicting 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. Effective Date. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY ORDAINED by the City Council of the City of Duncanville, Texas, on this the 18th day of April 2023.

APPROVED:

_____

BARRY L. GORDON, MAYOR

ATTEST:

_____

JANIE WILLMAN, CITY SECRETARY

APPROVED AS TO FORM:

_____

ROBERT E. HAGER, CITY ATTORNEY

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Receive the Police Department's Quarterly Report.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Mark LiVigni, Chief of Police

BACKGROUND/HISTORY:
N/A

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Duncanville Police 2nd Quarter Report 2023

City of Duncanville

QUARTERLY REPORT
JANUARY – MARCH 2023

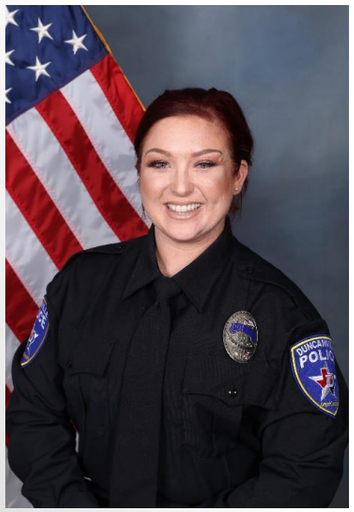
APRIL 18, 2023

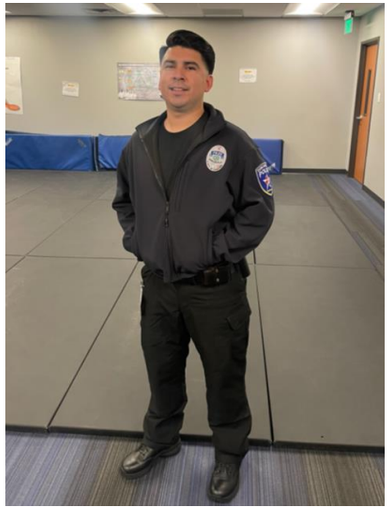
MARK LIVIGNI, CHIEF OF POLICE

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

Staffing/Personnel

- Officer Jessica Determan is in the 3rd Phase of her FTO training
- Recruit Paul Becerra is currently attending the Regional Police Academy, recently passed the State licensing exam, and will graduate on April 14th
- Recruits Ashley Garcia and Rocio Vazquez are currently attending the Dallas County Sheriffs Police Academy
- A Civil Service Test announcement was published for a test to be held on May 20th





City of Duncanville

Staff Development

- Sworn personnel attended the mandatory quarterly defensive tactics training
- FBI-LEEDA Training
  - Executive Training
    - Lieutenant Estell
    - Sergeant McCarty
    - Sergeant Tijerina
    - Sergeant Brough
  - Command Training
    - Lieutenant Estell
    - Sergeant Tijerina

City of Duncanville

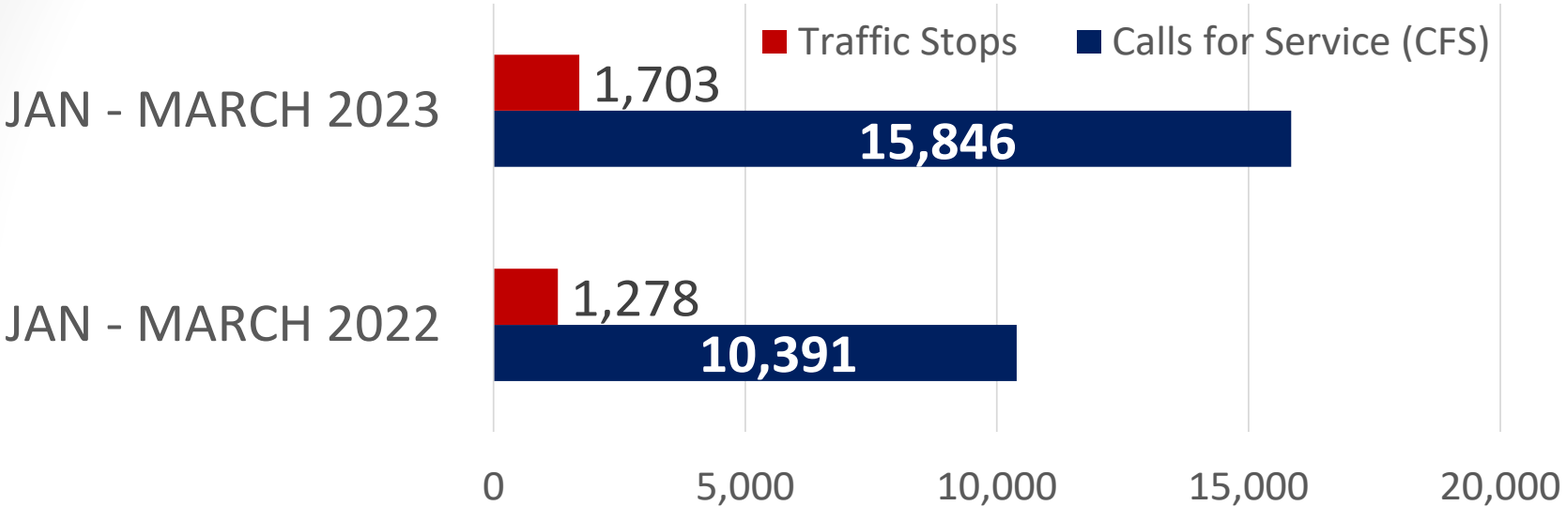
Regional CARE Team Quarterly Activity

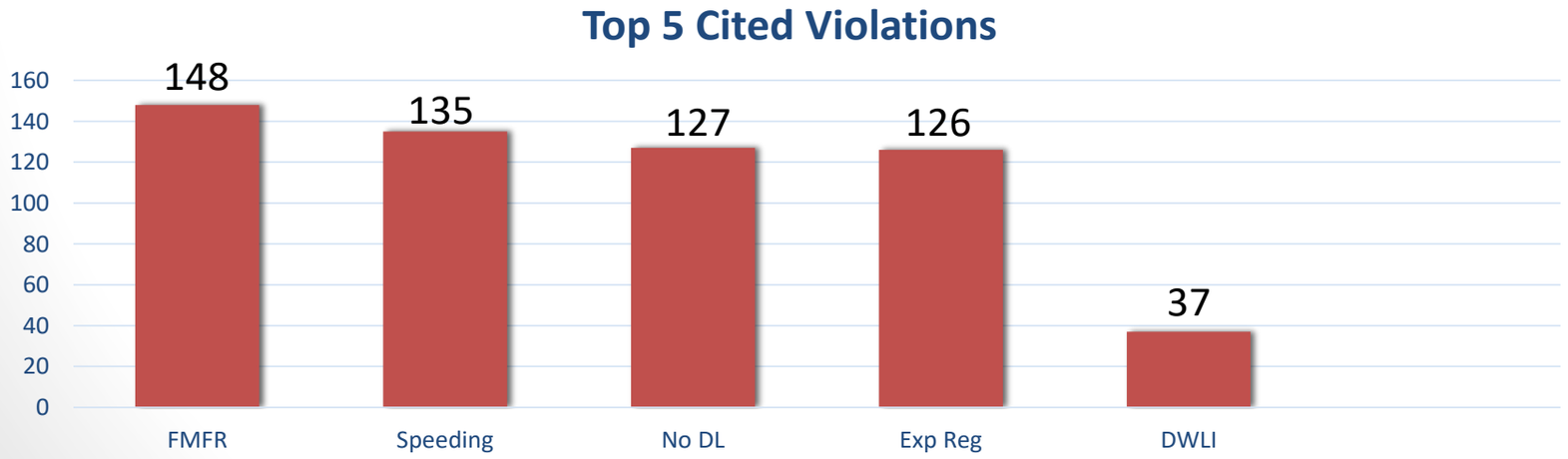
- Duncanville Officer Ambrosio Hernandez was selected for the Regional CARE Team in May 2022
  - The CARE team is a regional response group that engages with individuals and their families experiencing behavioral health needs by providing prevention and follow-up support, education, and self-advocacy
- 62 new clients
- 2 voluntary assessments completed for Duncanville clients by social workers
- 15 follow-ups with clients
- 278 contacts were made during this reported period
- 10 actively engaged clients

REGIONAL CARE TEAM

City of Duncanville

Patrol activity comparison at a glance





City of Duncanville

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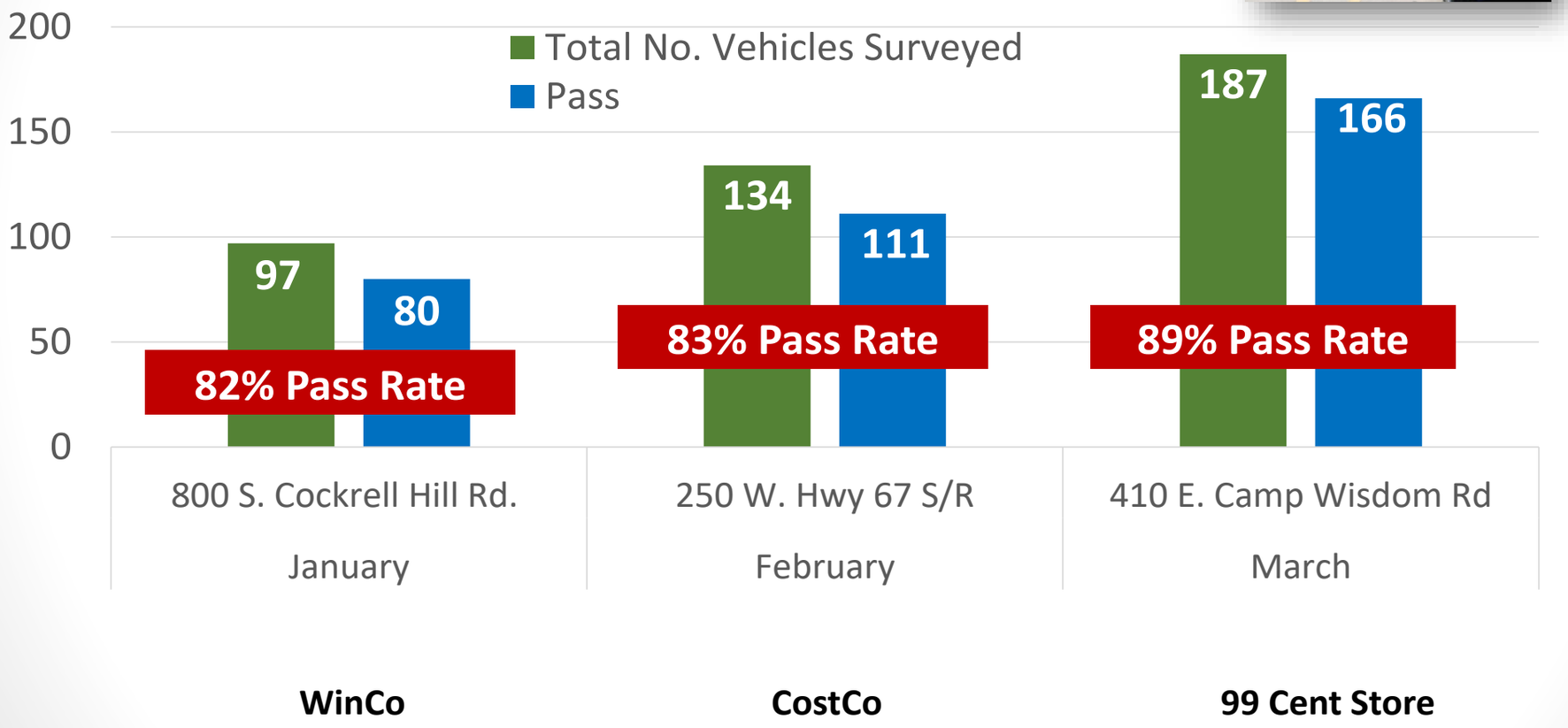
Citizens on Patrol (COPs) BMV Report Card Surveys



City of Duncanville

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Department Activity

Number of Use of Force Incidents:

- 6 – All were found to be lawful and within departmental policy

Number of Vehicle Pursuits:

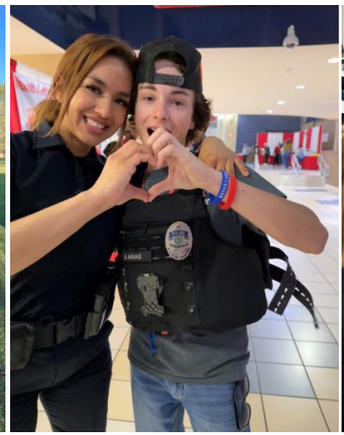
- 2 – Administrative review determined that the pursuits were within departmental policy guidelines

Number of Complaints:

- 1 – Policy violation, Sustained

Community Engagement

January 2023 – 9 Meetings with 551 Partnerships
February 2023 – 7 Meetings with 1,350 Partnerships
March 2023 – 8 Meetings with 1,601 Partnerships



City of Duncanville

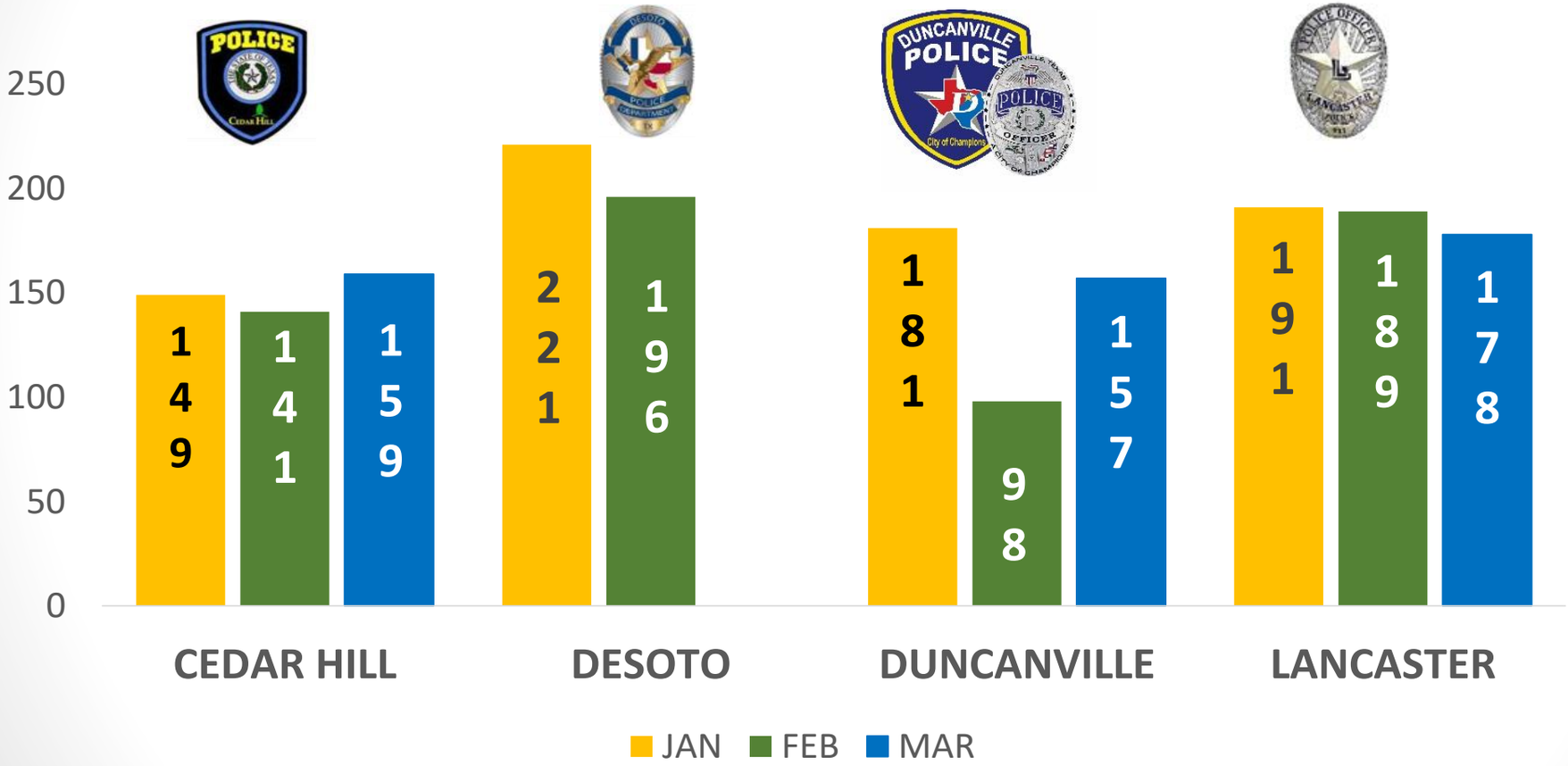
NIBRS Group A Offenses: Jan – Mar 2023

	Occurred	Unfounded	Actual	Cleared
09 - Homicide Offenses	1		1	
100 - Kidnapping/Abduction	0		0	
11 - Sex Offenses	4		4	2
36 - Sex Offenses, Non-Forcible	0		0	
120 - Robbery	8		8	2
13A - Aggravated Assault	23		23	19
13B - Simple Assault	86		86	78
13C - Intimidation	10		10	8
200 - Arson	0		0	
210 - Extortion/Blackmail	0		0	
220 - Burglary/Breaking and Entering	24		24	4
23A - Pocket-picking	0		0	
23B - Purse-snatching	2		2	
23C - Shoplifting	24		24	3
23D - Theft From Building	12	1	11	4
23E - Theft From Coin-Operated Machine or Device	0		0	
23F - Theft From Motor Vehicle	51		51	
23G - Theft from Motor Vehicle Parts/Acccessories	17		17	1
23H - All Other Larceny	22		22	2
240 - Motor Vehicle Theft	52	7	45	5
250 - Counterfeiting/Forgery	5		5	
26 - Fraud Offenses	21		21	4
270 - Embezzlement	3		3	1
280 - Stolen Property Offenses	1		1	
290 - Destruction/Damage/Vandalism of Property	33		33	8
35 - Drug/Narcotic Offenses	29		29	27
370 - Pornography/Obscene Material	1		1	
39 - Gambling Offenses	0		0	
40 - Prostitution Offenses	0		0	
510 - Bribery	0		0	
520 - Weapon Laws Violations	11		11	8
64 - Human Trafficking	0		0	
720 - Animal Cruelty	1		1	1
GRAND TOTAL	441	8	433	177

Crime statistics as of 4/06/2023

City of Duncanville

NIBRS Group A Offense Count Comparison



Data obtained from Texas DPS at https://txucr.nibrs.com/Report/CrimesIndex
April 10, 2023
* At the time of the entry, the NIBRS database did not have DeSoto PD's March data

City of Duncanville

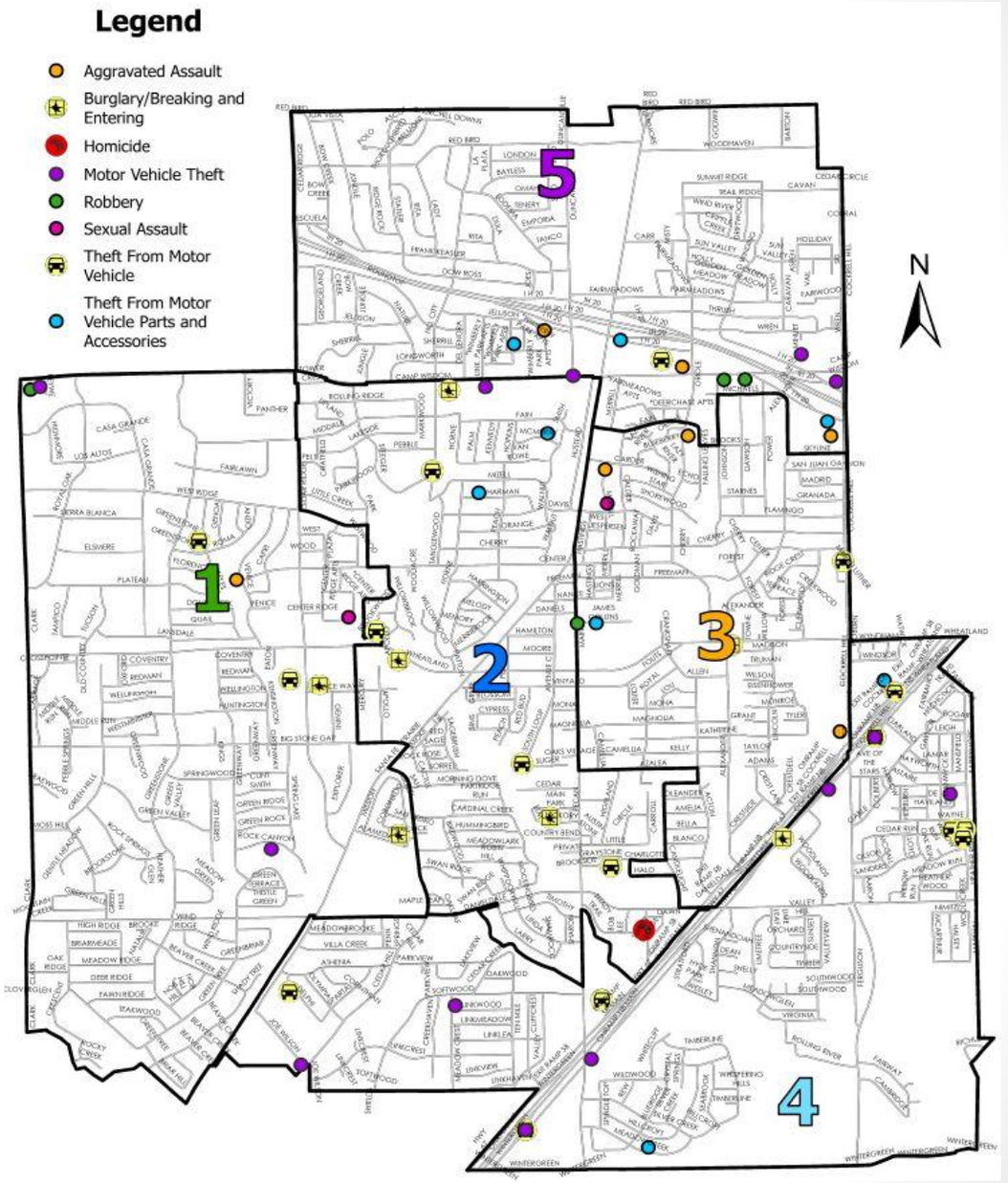
Motor Vehicle Theft Comparison - 2023

This web site is undergoing maintenance. Please check back later.

City of Duncanville

January 2023 Major Crimes

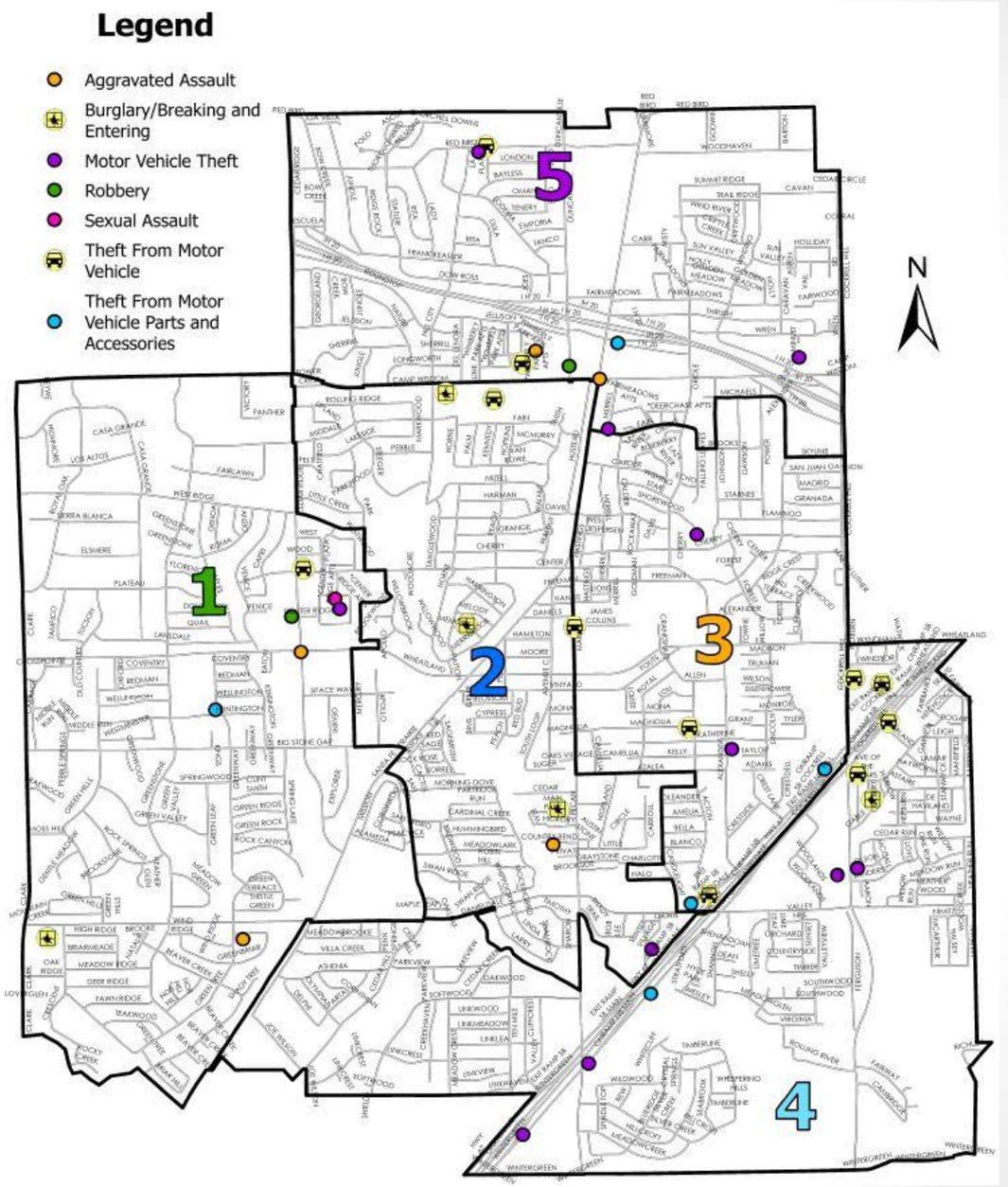
	District 1	District 2	District 3	District 4	District 5
Agg. Assault	1	0	3	0	3
Burglary	6	3	1	1	0
Motor Vehicle Theft	2	1	0	10	3
Murder	0	1	0	0	0
Robbery	1	0	1	0	2
Sexual Assault	1	0	1	0	0
Theft from Motor Vehicle	3	5	1	12	1
Theft From Motor Vehicles Parts and Accessories	0	2	1	4	4
Total	**14**	**12**	**8**	**27**	**13**



City of Duncanville

February 2023 Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	2	1	0	0	2
Burglary	1	3	0	1	0
Motor Vehicle Theft	1	1	2	4	3
Robbery	1	0	0	0	1
Sexual Assault	1	0	0	0	1
Theft from Motor Vehicle	1	1	3	4	2
Theft From Motor Vehicles Parts and Accessories	1	0	3	1	1
Total	**8**	**6**	**8**	**10**	**10**



City of Duncanville

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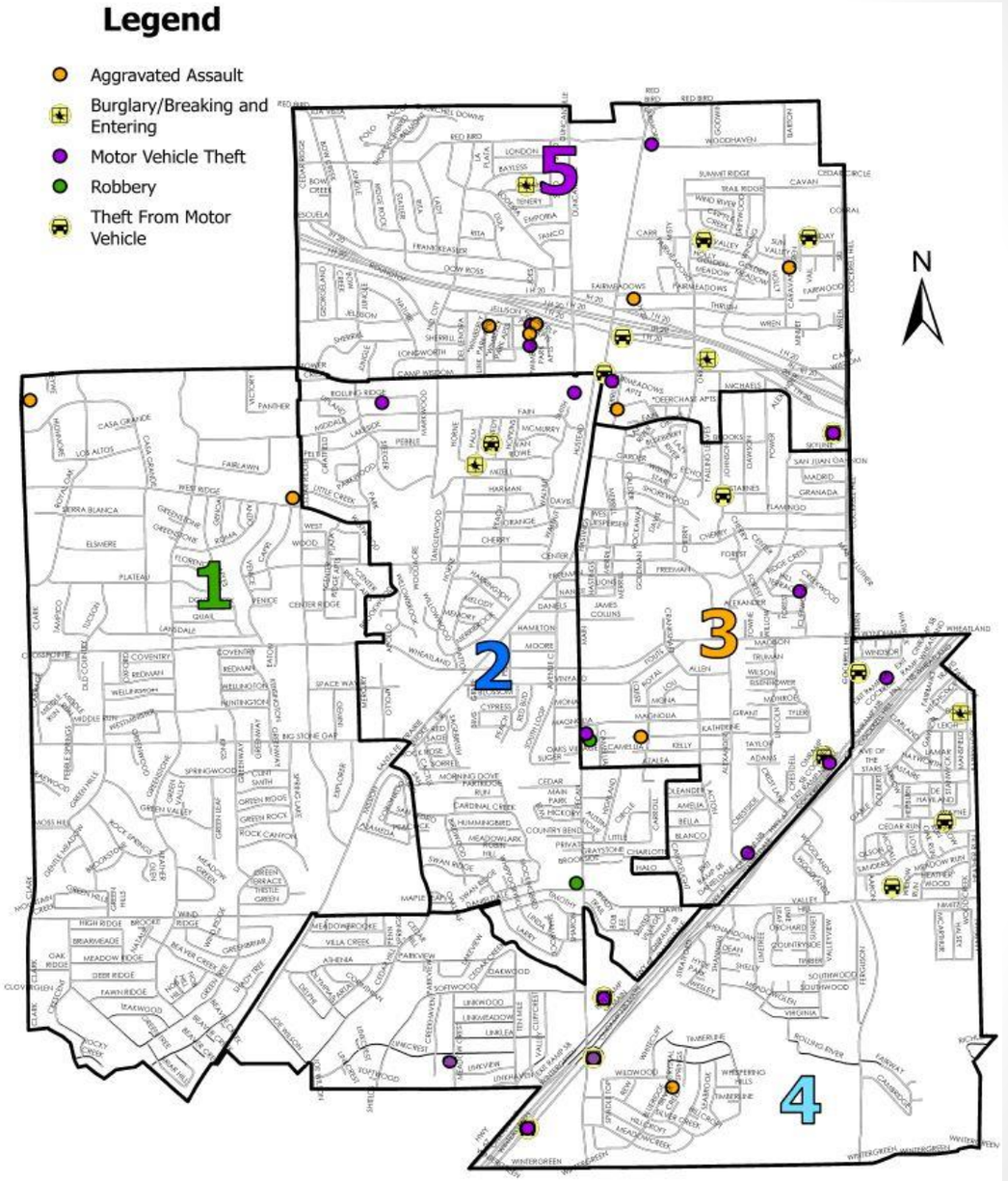
March 2023 Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	2	0	1	1	7
Burglary	0	1	0	1	2
Motor Vehicle Theft	0	3	4	8	6
Robbery	0	1	1	0	0
Theft from Motor Vehicle	0	1	2	10	5
Total	**2**	**6**	**8**	**20**	**20**



City of Duncanville

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Thank you

Any questions?

STAFF REPORT

MEETING: City Council - 18 Apr 2023

TITLE:
Fire Department Quarterly Update for the second quarter of the current fiscal year.

Vision Statement:

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

STAFF RESPONSIBLE:
Sam Rohde

BACKGROUND/HISTORY:
The Duncanville Fire Department provides a quarterly update to City Council each quarter of the current fiscal year.

POLICY EXPLANATION:
Provide a quarterly update for the second quarter of the 2023 fiscal year.

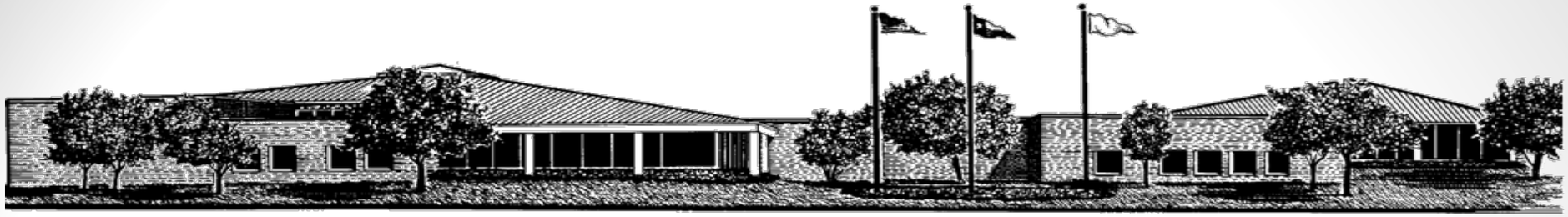
FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
FD Quarterly Update 04182023



City of Duncanville

FIRE DEPARTMENT QUARTERLY UPDATE

APRIL 18, 2023

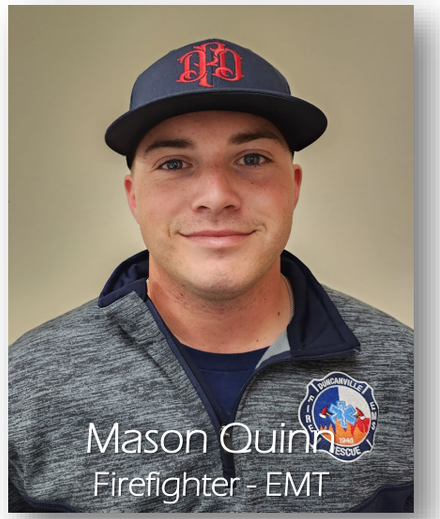
SAM ROHDE, FIRE CHIEF

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

1

Staffing

- **New Hire**
  - Mason Quinn
    Hire Date: 02/26/2023
- **Vacancies**
  - (3) Vacancies

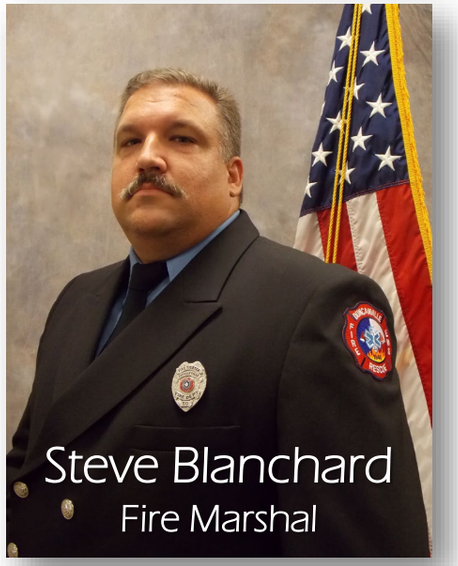


- **Civil Service Entrance Exam**
  - Currently working with HR to schedule another Civil Service Entrance Exam
- **Promotional Exam**
  - Engineer promotional exam will be held on Friday, April 28, 2023

City of Duncanville

Staffing

- **Promotions**
  - Engineer Steve Blanchard was promoted to Fire Marshal on Friday, March 31, 2023.
  - Firefighter David Carpenter will be promoted to Deputy Fire Marshal on Monday, April 24, 2023.



Accomplishments:

- **TEEX Leadership Conference**
  - Chief Rohde attended the TEEX Leadership Conference in Frisco on January 9th – January 11th
- **TFCA Fire Administration Conference**
  - Lacey Freeman attended the Texas Fire Chief Association's Fire Administration conference in College Station on January 23rd – January 25th .
- **TFCA 2nd In Command Conference**
  - Assistant Chief Chase attended the Texas Fire Chief Association's 2nd In Command conference in College Station on January 23rd – January 25th

Accomplishments

- **Lexipol**
  - Began implementation of Lexipol to review our current policies and procedures to assure they met best practice standards.
- **Texas Fire Chief Association Annual Conference**
  - Chief Rohde attended the Texas Fire Chief Association (TFCA) Annual Conference in Waco on March 20th – March 23rd .
- **Texas IAAI Arson Seminar**
  - Fire Marshal, Steve Blanchard, attended the Texas IAAI Arson Seminar in San Marcos on March 27th – 31st.

City of Duncanville

Emergency Management Accomplishments:

- **EOC Technology Test Training**
  - Held training on January 10, 2023 to test phones and wireless connectivity in the Duncanville EOC.
- **Child Safety and Emergency Preparedness**
  - On February 9, 2023, held a joint Child Safety and Emergency Preparedness Training with PD for all Duncanville Churches.
- **CPR Training**
  - Provided CPR training to all Village Tech Staff on February 10, 2023

Emergency Management Accomplishments:

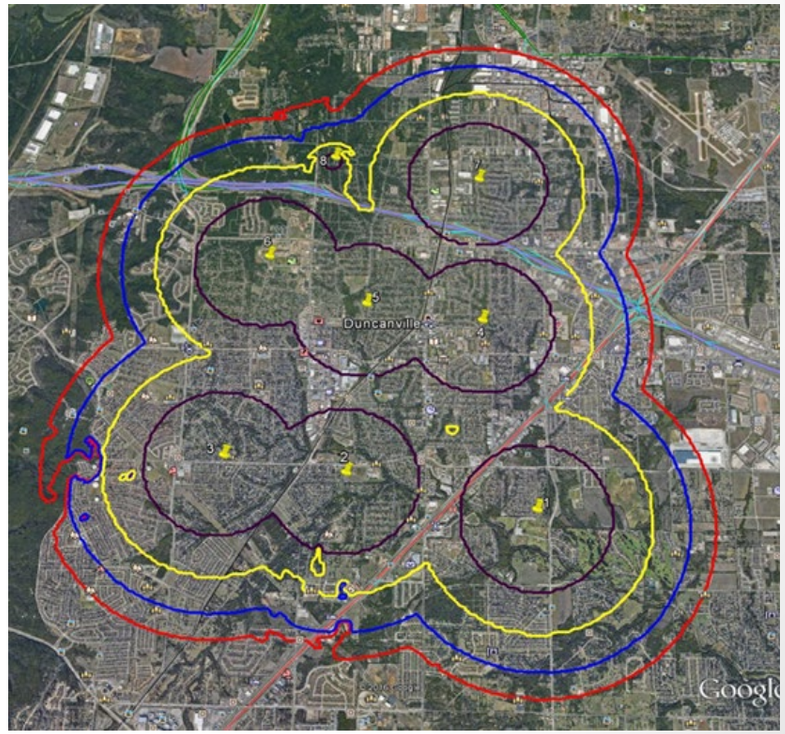
- **Duncanville ISD Championship Parade**
  - Coordinated planning meetings for DISD Championship Parade, created the Event Action Plan and staffed the event.
- **Summit Pump Station Generator Grant**
  - Received and accepted state grant funding for the Summit Pump Station Generator. Held kick off meeting for the project.
- **Emergency Management Association of Texas Conference**
  - Presented a class on the Fieldhouse Child Reunification and Family Assistance Center at the Emergency Management Association of Texas (EMAT) Conference.

Emergency Management Accomplishments:

- **Reunification Center Set Up Training**
  - Held Reunification Center Set Up training for PD Supervisors and Recreation Center Staff on February 23, 2023.
  - Created 2nd Reunification Center kit for storage at the Recreation Center.
- **Complex Coordinated Attack Course**
  - Attended Complex Coordinated Attack course on February 28th – March 1st.
- **Regional Emergency Plans**
  - Wrote Regional Family Assistance Center (FAC) Plan.
  - Wrote Regional Medically Fragile Population Wellness Check Plan.

Emergency Warning Siren System

- **Warning Siren System**
  - The Outdoor Warning Siren System consists of 8 strategically placed sirens that are activated for one or more of the following conditions:
    - ❑ A tornado warning issued by the National Weather Service to affect the City of Duncanville.
    - ❑ Trained storm spotters have reported a tornado that is in or has the potential to affect the community.
    - ❑ Destructive winds in excess of 70 mph
    - ❑ Reports of hail larger than 1.25 in diameter or larger.
    - ❑ Other emergencies as directed by appropriate officials.



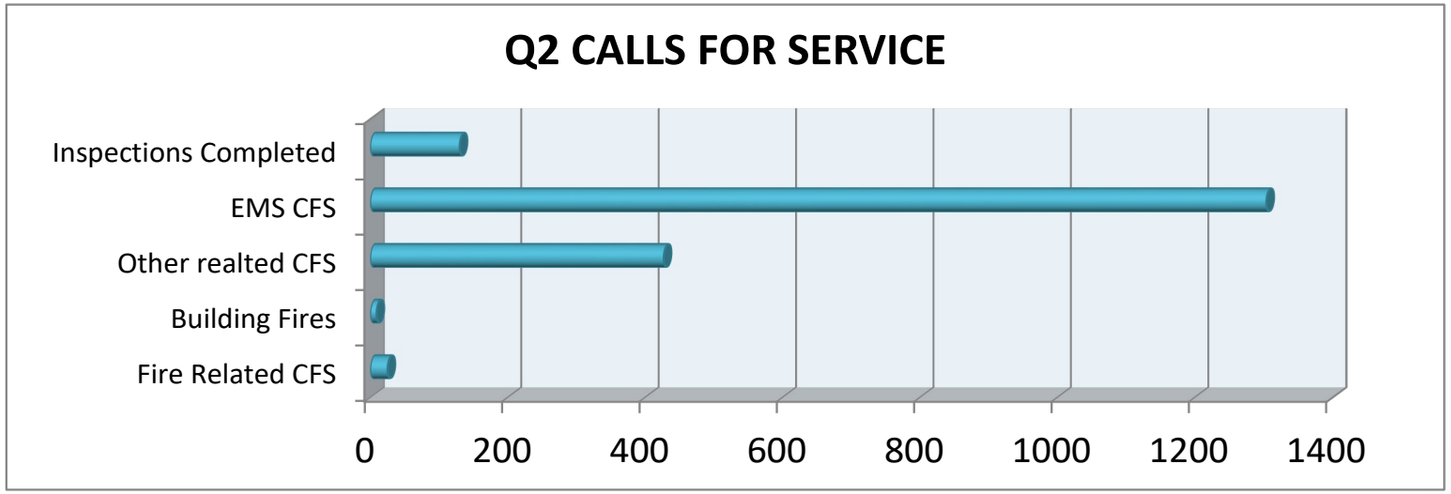
City of Duncanville

Thor Guard Lightening Prediction System

- **Thor Guard Lightning Prediction System**
  - The City of Duncanville's six major parks include a Thor Guard Lightning Prediction System and signage to inform the public of the lightening prediction system.
    - Armstrong
    - Alexander
    - Harrington
    - Lakeside
    - Lion's Park
    - Red Bird
  - The lightning prediction system provides ample warning to park patrons that conditions exist for lightning strikes in the area, and to immediately find safe shelter. Sensors continuously monitor the atmosphere's electric static energy as far away as 15 miles and evaluate the potential for lightning within an area approximately 2 miles in radius.
  - When the system determines a hazardous condition, the system alerts include a 15-second blast of air horns and a continuous strobe light. Once lightning conditions dissipate, the system makes three 5-second blasts of the air horns, and the strobe light will turn off.

Performance Indicators

- **Total Calls for Service (Q2) 1,726**
  - Fire Related CFS: 25
  - Building Fires: 9
  - Other related CFS: 427
  - EMS CFS: 1,265
  - Inspections Completed: 131



City of Duncanville