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, May 6, 2025
6:00 PM - Work Session/Briefing
7:00 PM - Regular Session
or immediately following the 6:00 PM Work Session/Briefing

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

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

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

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

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

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

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

- Submit a comment by 4:00 PM on Tuesday, May 6, 2025.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, May 6, 2025
- First Name, Last Name, and Address

Page

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Discuss the selections of Mr. and Ms. Juneteenth to represent Duncanville at the 2025 Best Southwest event on June 14, 2025. 7 - 8

Mr and Ms Juneteenth Briefing

B. Briefing on scheduling a special meeting date for Canvassing the May 3, 2025 Election for Councilmember for Districts One (1), Three (3), Five (5) and At-Large. 9 - 10

Canvas of Election Meeting

C. Council Briefing and Discussion on the appointment of an individual to serve as the Chair of the Cultural District Steering Committee in keeping with Resolution No. 2025-423 adopted by City Council on February 4, 2025. 11 - 16

Discussion on Cultural District Steering Committee

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the employment and duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic. 17

Executive Session

2. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, pursuant to Section 551.071 of the Texas Government Code relating to midyear budget adjustments, and; to seek legal advice from the City Attorney on the same topic. 18

Executive Session

3. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located west of State Route 67, east of Main St, south of Wheatland Rd, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same. 19 - 20

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 - Deacon Charles Ruelas of Holy Spirit Catholic Church

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. A Proclamation recognizing May 15, 2025, as Police Memorial Day and May 11 - 17, 2025, as National Police Week. 21 - 23
Proclamation - National Police Week 2025

B. Proclamation recognizing May 4 – 10, 2025, as Drinking Water Week. 24 - 27
Drinking Water Week

C. Council to receive a presentation and discuss Phase I of the Work Plan & Milestones for the Duncanville Fieldhouse Feasibility Study by Hunden Partners, Inc. 28 - 222
Present and discuss the Fieldhouse Feasibility Study

D. City Council to receive a presentation by Matrix Consulting Group and discuss items relating to Police and Fire Analysis 223 - 435
Matrix Consulting Group Presentation on Police and Fire

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

A.	Consider the Minutes for the April 15, 2025, City Council Regular Meeting. City Council - 15 Apr 2025 - Minutes	436 - 440
B.	Consider a Resolution for Emergency Roof Repairs at the Duncanville Fieldhouse. Emergency Roof Repair of Duncanville Fieldhouse	441 - 529
C.	Consider a Resolution authorizing an Interlocal Cooperation Agreement with The South Central Planning and Development Commission (SCPDC) to utilize their suite of government management software modules collectively called MyGovernmentOnline (MGO) software for a one-year term with a renewal option for four additional one-year terms, in an estimated contract amount of $472,932.98, subject to City Council appropriation, and authorizes a contingency of $47,993.30 for the execution of future change orders not exceeding a total amount of $520,226.28. MyGovernmentOnline Software	530 - 553
D.	Consider a Resolution Accepting the Resignation of Marlon Goff from the Tax Increment Financing (TIF) Board, the Duncanville Community and Economic Development Corporation (DCEDC), and the Bond Committee. DECDC and TIF resignation	554 - 559
E.	Consider a Resolution approving the terms and conditions of Amendment #3 to Municipal Maintenance Agreement by and between the Texas Department of Transportation and the City of Duncanville, Texas to provide additional mowing and litter clean up maintenance of certain state highways and roadways within the city, described in the Exhibit "A" which is attached hereto and incorporated herein; and, providing for an effective date. Municipal Maintenance Agreement Amendment #3 with TxDOT	560 - 577
F.	At the request of Senator Royce West, Council to consider a Resolution of support for naming a section (I-20 to 287) of US Hwy 67 after Congresswoman Eddie Bernice Johnson. Resolution of Support for naming of the Eddie Bernice Johnson Highway	578 - 581
G.	Consider a Resolution for the Duncanville Arts Commission requesting approval of $20,000 for arts events and programming that will include a multi-day Juneteenth exhibit at the Duncanville Public Library, a Hispanic Heritage pop-up event during the Hispanic Heritage Festival, and two Arts and Business Mixers during Fiscal Year 2024-2025. The $20,000 would come from the Arts Fund in keeping with the City's policy on HOT Funds for Arts Funding of 15% in conformance with statutory guidelines. Funding for Arts Events and Programming	582 - 590

H. Consider Resolution 2025-465 approving a Hotel Occupancy Tax Fund Grant for the FY25 budget in an amount not to exceed $7,000 to Duncanville Community Theatre to directly enhance and promote tourism and the hotel industry. 591 - 657
FY 25 DCT HOT Funds Request

I. Consider a Resolution authorizing a services agreement with Locality Media, Inc dba First Due, for a fire records management system (RMS) in an expenditure amount not to exceed $102,079 over the next four (4) years and six (6) months. 658 - 674
Locality Media, Inc dba First Due, for a fire records management system (RMS)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

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

B. Conduct a public hearing and consider a resolution adopting the 15-year Capital Improvement Plan. 675 - 696
Capital Improvement Plan

C. Conduct a public hearing (2025-01) and consider an Ordinance for a Specific Use Permit at the request of Edward Chadwick of Baird, Hampton and Brown Inc., applicant, representing Duncanville Independent School District, property owner, to allow for the use of “Primary or Secondary School (Public)” on Duncanville High School, Blk 1, lot 1, ACS 61.795, more commonly known as 900 West Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas. 697 - 734
Specific Use Permit - 900 West Camp Wisdom Road

D. Conduct a public hearing and consider an ordinance revising Chapter Four—Animals and Fowl City Ordinance to comply with state legislation changes and best practices. 735 - 807
Adoption of Chapter 4 Animal Ordinance Revisions

E. Consider Resolution 2025-466 approving an Amendment of an Economic Development Incentive Agreement by the Duncanville Community & Economic Development Corporation (DCEDC) with BCVCR Holdings, LLC and Pegasus Bank. 808 - 839
Encina Restaurant

6. STAFF AND BOARD REPORTS

A. Monthly Financial Report as of March 31, 2025 840 - 873
Monthly Financial Report as of March 31, 2025

B. Receive the Parks and Recreation Department Quarterly Report 874 - 893
Parks and Recreation Department Quarterly Report

C. Quarterly Report Duncanville Fieldhouse 894 - 914
Quarterly Report Duncanville Fieldhouse

D. City Council to receive a briefing and discuss city ordinance relating to parking violations and enforcement actions. 915 - 927
Police Parking Presentation

E.	The City Council will receive a briefing on current ordinances related to grease traps and discuss and suggest modifications to requirements and responsibilities. Grease Trap Enforcement Briefing	928 - 936
F.	The City Council will receive a briefing on the Drainage Master Plan, discuss the information, and provide direction if necessary. Drainage Master Plan Update	937 - 938
G.	The City Council will receive a briefing on the City's TxDOT Transportation Alternatives Program grant applications, discuss the information, and provide direction if necessary. TxDOT Transportation Alternatives Program Grant Applications Briefing	939 - 940
H.	City Council to receive a briefing and discuss a proposed change to the City of Duncanville's Compensation Policy last revised October 1, 2020. The proposed change would establish a Cost-of-Living Adjustment (COLA) plan tied to the Consumer Price Index, subject to annual budget appropriation. Proposed COLA compensation policy amendment	941 - 946
I.	City Council to receive a briefing on proposed Charter amendment(s) Charter Amendment Briefing & Discussion	947 - 948

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Thursday, May 1, 2025 , by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Discuss the selections of Mr. and Ms. Juneteenth to represent Duncanville at the 2025 Best Southwest event on June 14, 2025.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
The City of DeSoto will host the annual Best Southwest Juneteenth Celebration on Saturday, June 14, 2025. In keeping with recent tradition, each participating city is invited to designate a Mr. and Ms. Juneteenth to be formally recognized during the event. City staff respectfully request that the City Council discuss and determine the selection for Duncanville's 2025 representatives. Once selected, staff will prepare a resolution for Council consideration at the May 20, 2025 meeting.

POLICY EXPLANATION:
There are no policies related to this item.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
N/A	N/A	N/A

ACTION ALTERNATIVES:

No formal action is required at this time. Staff is seeking the City Council's selections for the 2025 Duncanville Mr. and Ms. Juneteenth representatives to be placed on a resolution for consideration at the May 20, 2025 meeting.

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Briefing on scheduling a special meeting date for Canvassing the May 3, 2025 Election for Councilmember for Districts One (1), Three (3), Five (5) and At-Large.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:
The Joint Election Agreement and Election Services Contract between the City of Duncanville, Dallas County, and other jurisdictions in Dallas, Collin, and Denton Counties, was to conduct a Joint Election held on Saturday, May 3, 2025; and provides that the Dallas County Elections Administrator is responsible for the preparation of the unofficial canvass report; and will provide by email a copy of the unofficial canvass to each Participating Political Subdivision after all returns, provisional ballots, and late overseas ballots, have been tabulated. Per the Dallas County Elections Department, canvass may not be conducted until all Election Day (ED) Provisional and Federal Postcard Application (FPCA) (Overseas) ballots have been counted. The last day to receive FPCA Ballots is Friday, May 9, 2025. The Ballot Board, by the election code, has until Monday, May 12, 2025 to count both Provisional and FPCA ballots and then provide them to Central Count for counting. The last day to canvass for the May 3, 2025, General Election is Wednesday, May 14, 2025.

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

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Council Briefing and Discussion on the appointment of an individual to serve as the Chair of the Cultural District Steering Committee in keeping with Resolution No. 2025-423 adopted by City Council on February 4, 2025.

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:
Ms. DeMonica Gooden, City Councilmember Liaison to Arts Commission

BACKGROUND/HISTORY:
Councilmember Gooden has requested that the City Council discuss and consider the appointment of an individual to serve as Chair of the Steering Committee for the Armstrong Park Cultural District, as outlined in Resolution No. 2025-423 (copy attached).

While Resolution No. 2025-423 established the Armstrong Park Cultural District (see attached), the **City's Code of Ordinances outlines a formal process for renaming parks**, which was **not completed** at the time the resolution was adopted. As such, the park's name is still Armstrong Park, and the cultural district was established to incorporate the same boundaries of Armstrong Park and named the Armstrong Park Cultural District. When referring to events being held especially performing events, we now are facing a situation where the event would be at Armstrong Park, and alternatively also located in the Armstrong Park Cultural District. The question has been raised, should the reference be Armstrong Park or Armstrong Park and the Armstrong Park Cultural District.

POLICY EXPLANATION:

The membership of the Steering Committee, as detailed in the Resolution, shall consist of representatives from City boards and commissions, City staff, members of the City Council, local businesses, property developers, state representatives, and community members. **The City Council shall appoint a Chair. The Chair shall oversee the organization of subcommittees and coordinate the work of the Steering Committee.**

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
Reso. No. 2025-423 - Establishment of Armstrong Park Cultural District

Docusign Envelope ID: 28F9F524-BB93-4864-9030-A56936880447

RESOLUTION NO. 2025-423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE ESTABLISHMENT OF A CULTURAL DISTRICT IN DUNCANVILLE, AND THE ESTABLISHMENT OF A STEERING COMMITTEE, AND BOUNDARIES OF THE CULTURAL DISTRICT.

WHEREAS, the City of Duncanville recognizes the importance of establishing a cultural district to enhance community engagement, promote economic development, encourage tourism, and celebrate the arts and culture as essential components of the city's identity; and

WHEREAS, the Texas Commission on the Arts provides a framework and recommendations for the establishment and successful operation of cultural districts within the State of Texas; and

WHEREAS, the City Council of Duncanville acknowledges the need for a structured approach to develop and manage the proposed cultural district, ensuring representation from a wide array of stakeholders including City boards, commissions, staff, City Council members, business representatives, developers, state representatives, and community members;

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

SECTION 1. ***Creation of the Steering Committee:***

The City of Duncanville hereby establishes the Cultural District Steering Committee to oversee the development and implementation of the cultural district in accordance with the structure recommended by the Texas Commission on the Arts.

SECTION 2. ***Name and Boundaries of the Cultural District:***

- The cultural district shall be named the Armstrong Park Cultural District.
- The boundaries of the cultural district shall encompass as depicted in 'Exhibit A', which is attached hereto and incorporated herein, with consideration for future expansion as opportunities arise and as deemed appropriate by the Steering Committee and the Duncanville City Council.

SECTION 3. ***Membership and Appointments:***

- The Steering Committee shall consist of representatives from City boards and commissions, City staff, members of the City Council, local businesses, property developers, state representatives, and community members.

Docusign Envelope ID: 28F9F524-BB93-4864-9030-A56936880447

- The City Council shall appoint a Chair. The Chair shall oversee the organization of subcommittees and coordinate the work of the Steering Committee.

SECTION 4. ***Committee Responsibilities:***

- The Steering Committee shall establish subcommittees, as recommended by the Texas Commission on the Arts, to focus on key areas of cultural district development:
  - **Organization Committee:** For governance and structural planning.
  - **Marketing Committee:** To promote and raise awareness of the cultural district.
  - **Cultural Resources Committee:** To identify and enhance existing cultural assets.
  - **Design Committee:** To plan and improve the physical and visual elements of the district.
  - **Business Development Committee:** To foster partnerships and support economic growth within the district.
- An **Events Committee** shall also be created under the *Marketing Committee* to organize cultural events and activities.

SECTION 5. ***Implementation and Reporting:***

- The Chair, in collaboration with the Steering Committee, shall develop a detailed structure and timeline for the cultural district's establishment.
- The Steering Committee shall provide regular updates and recommendations to the City Council on the progress of the cultural district development.

SECTION 6. ***Dissolution of the Steering Committee:***

- The Steering Committee shall remain in place until one of the following occurs:
  - The designation of the Armstrong Park Cultural District by the Texas Commission on the Arts is achieved.
  - The City Council decides to dissolve the Steering Committee at its discretion.
- Upon the conclusion of its work, the Steering Committee may make formal recommendations to the City Council for the establishment of a permanent cultural district management entity or other organizations to continue the work of managing, sustaining, and growing the cultural district.

SECTION 7. ***Community Engagement:***

The Steering Committee shall prioritize inclusive community engagement, ensuring the cultural district reflects the diverse voices and needs of the Duncanville community.

Docusign Envelope ID: 28F9F524-BB93-4864-9030-A56936880447

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 4th day of February, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

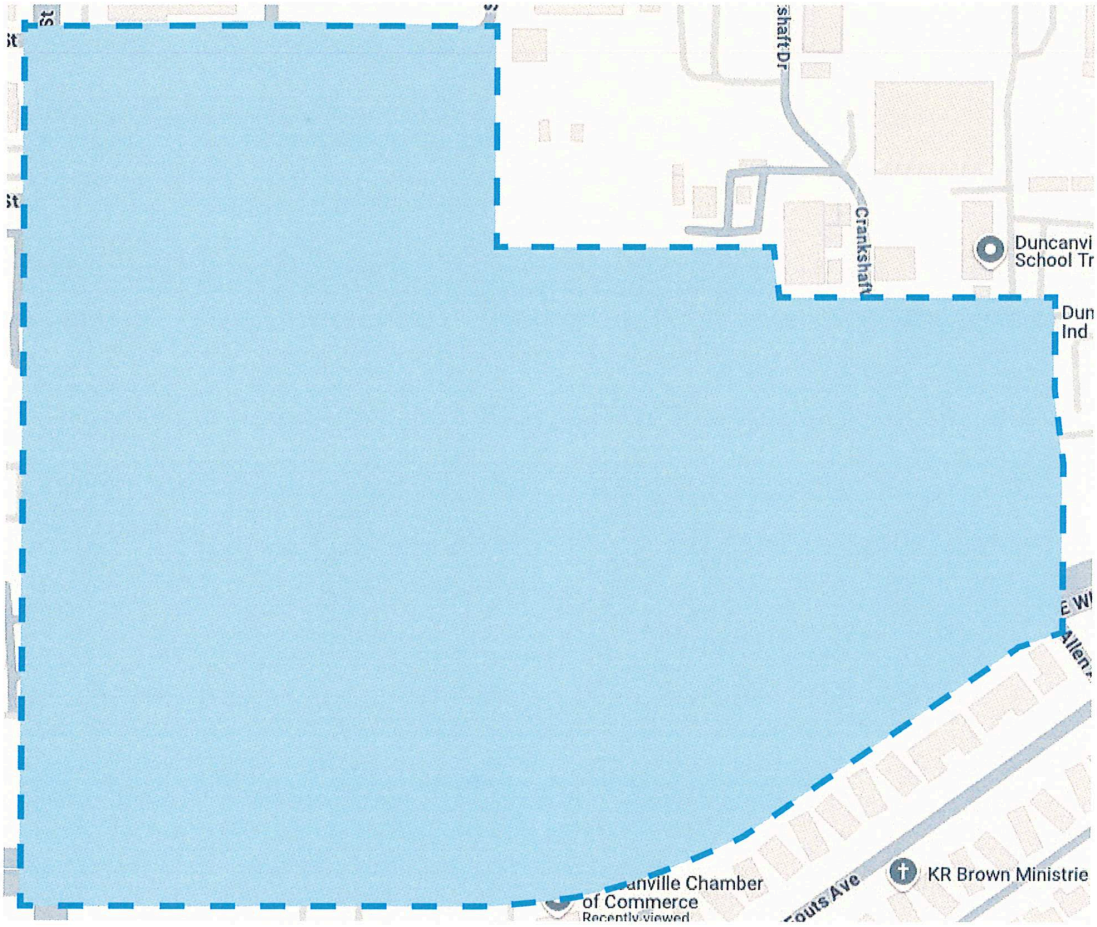
Resolution No. 2025-423

Docusign Envelope ID: 28F9F524-BB93-4864-9030-A56936880447

Exhibit A

Armstrong Park Cultural District

Duncanville, Texas



STAFF REPORT

MEETING: City Council - 06 May 2025

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

Vision Statement:

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

STAFF RESPONSIBLE:
Doug Finch, City Manager

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

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, pursuant to Section 551.071 of the Texas Government Code relating to midyear budget adjustments, and; to seek legal advice from the City Attorney on the same topic.

Vision Statement:

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

STAFF RESPONSIBLE:
Doug Finch, City Manager

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, pursuant to Section 551.071 of the Texas Government Code relating to midyear budget adjustments, and; to seek legal advice from the City Attorney on the same topic.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located west of State Route 67, east of Main St, south of Wheatland Rd, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

Vision Statement:

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

Pillar:

- **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.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Craig Brasfield - General Manger Duncanville Fieldhouse
Angel Deal - Project Manager

BACKGROUND/HISTORY:

City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located west of State Route 67, east of Main St, south of Wheatland Rd, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

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:
Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
A Proclamation recognizing May 15, 2025, as Police Memorial Day and May 11 - 17, 2025, as National Police Week.

Vision Statement:

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

STAFF RESPONSIBLE:
Matthew Stogner, Chief of Police

BACKGROUND/HISTORY:
In 1962, President John F. Kennedy signed a proclamation that designated May 15th as Peace Officers Memorial Day and the week in which that date falls as National Police Week. The City of Duncanville has historically recognized National Police Week and Police Memorial Day. This year, 2025, National Police Week is May 11-17, and Monday, May 15th, is Police Memorial Day. The Mayor traditionally recognizes these events by proclamation.

The Police Department will hold its Police Memorial Day on Monday, May 12th, at 3:30 p.m. at the Poe-Hobden Amphitheater in Armstrong Park.

POLICY EXPLANATION:
National Police Week was established as a time for law enforcement officers, survivors, and their families to come together to celebrate the lives and sacrifices of those officers who gave the ultimate sacrifice for our safety. On December 3, 1979, while the citizens of Duncanville slept, Sergeant Michael Poe and Officer Roger Hobden were killed in the line of duty in a motor vehicle accident when their patrol vehicle was struck, head-on, by a suspect fleeing from the Dallas Police Department.

Each year, the Duncanville Police Department asks the Mayor to recognize National Police Week and Police Memorial Day through Proclamation and in turn, the Police Department invites the families of Sergeant Poe and Officer Hobden to witness and be part of our memorial ceremony as our honored guests. In addition to the officers, all other city personnel and citizens are invited to attend the ceremony as we recognize not only our own sacrifice within the "thin blue line," but also the sacrifices made by all officers across our great nation.

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:
Proclamation - National Police Week

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the Congress and President of the United States have designated May 15th, 2025 as Peace Officers Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Duncanville play an essential role in safeguarding the rights and freedoms of the citizens of Duncanville; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the City of Duncanville unceasingly provide a vital public service.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas do hereby call upon all citizens of Duncanville and upon all patriotic, civic, and educational organizations to observe the week of May 11 – 17, 2025 as

NATIONAL POLICE WEEK

with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers of the City of Duncanville, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to our community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the City of Duncanville to observe May 15, 2025, as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 6th day of May, 2025.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Proclamation recognizing May 4 – 10, 2025, as Drinking Water Week.

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:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
In 1988, the observance of Drinking Water Week was established by a congressional resolution and signed by President Ronald Reagan. The following year, 15 nonprofit educational, professional, and public interest organizations formed the National Drinking Water Alliance. The Alliance dedicated itself to public awareness and involvement in public and private drinking water issues. It continued its work to organize a major annual educational campaign built around Drinking Water Week.

The power of the multi-organization Alliance enabled Drinking Water Week to grow into widespread and committed participation throughout the United States and Canada. In 1991, the Alliance launched a national campaign to inform the public about America's drinking water.

The City has 16 Public Works Utilities employees who build or maintain the City's water infrastructure.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:
Recognize May 4 – 10, 2025, as Drinking Water Week.

ATTACHMENTS:
Attachment 1 - Drinking Water Week Logo
Attachment 2 - Drinking Water Week Proclamation

Attachment 1



OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration, and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution and practice water conservation.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas, do hereby designate the week of May 4 – 10, 2025, as

DRINKING WATER WEEK

in the City of Duncanville and urge all citizens to join me in recognizing Utilities Division employees of the City of Duncanville, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to our community and, in so doing, have established for themselves an enviable and enduring reputation for preserving the health, safety, and well-being of all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas, to be affixed this 6th day of May, 2025.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Council to receive a presentation and discuss Phase I of the Work Plan & Milestones for the Duncanville Fieldhouse Feasibility Study by Hunden Partners, 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.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Craig Brasfield - General Manager Duncanville Fieldhouse
Angel Deal - Project Manager
Hunden Partners

BACKGROUND/HISTORY:
The City of Duncanville entered into an advisory agreement with Hunden Partners in December 2024 to evaluate the Duncanville Fieldhouse per Resolution (2024-383). The assessment evaluated current facility use and optimization, improving sustainability, and exploring different operational models. Hunden Partners will share the findings and recommendations of the Phase 1 Work Plan and Milestones. The objective of this briefing is to receive the findings, discuss, and discuss additional steps if any.

POLICY EXPLANATION:
Phase 1 of the workplan includes assessments and recommendations on the following:

Project Orientation, and Interviews
Economic, Demographic and Tourism Analysis
Duncanville Fieldhouse Historical Performance Analysis
Local and Regional Indoor Sports Market Analysis
Tournament Opportunity Analysis
Case Studies and Best Practices
Support Amenities Analysis
Recommendations
Demand and Financial Projections
Economic, Fiscal and Employment Impact Analysis

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
Other actions as directed by Council.

ATTACHMENTS:
Executed Contract_Fieldhouse Feasibility Study
Duncanville Fieldhouse Market and Financial_Feasibility

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Consulting Services Agreement

Duncanville Fieldhouse Market and Financial Feasibility Study

To: The City of Duncanville
David Kees, Interim Assistant City Manager - Community
203 E. Wheatland Road
Duncanville, TX 75116
David.kees@duncanvilletx.gov

From: Rob Hunden, CEO
Hunden Partners
213 W Institute Place, Suite 707
Chicago, IL 60610
rob@hunden.com

Date: January 7th, 2025

The City of Duncanville (City or Client) is engaging Hunden Partners (Hunden) to perform a market demand, financial feasibility and economic impact study for the optimization and/or expansion of the Duncanville Fieldhouse (Fieldhouse or Project) in Duncanville, Texas.

The Duncanville Fieldhouse was originally built as the home of the Dallas Stars hockey rink and has since been converted into its current operation and programming for eight basketball courts that bring approximately 400,000 annual visitors. The Client is now interested in optimizing the Fieldhouse and exploring the opportunity to solicit a private operations and management partner to run the facility. Hunden Partners will complete a market, financial feasibility and economic impact study to determine the optimal recommendations for future facility optimization and possible expansion. Hunden is also prepared to act as the City's advisory partner through the management company solicitation process and negotiations if the City decides to move forward with that process and contingent upon a notice to proceed from the City at a later date.

This scope of work is for Hunden's methodology for this first phase of work, the market and financial feasibility study. Hunden would prepare a separate scope of work and agreement for the solicitation process advisory services at the appropriate time, and contingent upon a notice to proceed issued by the City for them. Hunden has included six (6) tasks in this document for a future phase of work for solicitation process advisory services in order to memorialize for the City the services Hunden could and would provide.

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Phase I: Market and Financial Feasibility Study Scope of Work

Hunden's work plan will be organized as follows:

- Task 1 – Kickoff, Project Orientation, and Interviews
- Task 2 – Economic, Demographic and Tourism Analysis
- Task 3 – Duncanville Fieldhouse Historical Performance Analysis
- Task 4 – Local and Regional Indoor Sports Market Analysis
- Task 5 – Tournament Opportunity Analysis
- Task 6 – Case Studies and Best Practices
- Task 7 – Support Amenities Analysis
- Task 8 – Recommendations
- Task 9 – Demand and Financial Projections
- Task 10 – Economic, Fiscal and Employment Impact Analysis

Task 1: Kickoff, Project Orientation and Interviews

The kickoff will be attended by members of the Hunden team and the Client to confirm the goals of the study and other contextual issues related to the Project. Hunden will:

- Obtain information and data from the City of Duncanville, Duncanville Fieldhouse operations leadership, and any other organizations that the Client deems appropriate.
- Tour the Duncanville Fieldhouse and surrounding demand generators, interview stakeholders from a variety of local private and public organizations and perform fieldwork as appropriate.
- Review historical performance figures, previously completed studies and any facility expansion plans.
- Gather and review available economic, demographic and financial data.

Task 2: Economic, Demographic and Tourism Analysis

Hunden will evaluate Duncanville's position as an economic center of activity as well as a destination for visitors. This analysis will provide a realistic assessment of the area's strengths, weaknesses, opportunities and threats (SWOT). Among the data gathered and analyzed will be:

- Geographic attributes, accessibility, and transportation links,
- Trends in population growth and income,
- Corporate presence, major employers and any significant recent or likely future changes,
- Education levels and implications for the market and project, and

- Tourism attractions, especially those popular with families.

Hunden will utilize the latest market data, visitor origin data, demographic data, and other resources to determine a comprehensive view of your marketplace.

Task 3: Duncanville Fieldhouse Historical Performance Analysis

Hunden will provide an overview of the historical performance (events, by type, attendance, revenue and expense detail) and lost business for the Duncanville Fieldhouse. Hunden will take into consideration the current event types and capacities, as well as the event type restrictions and lost business due to Fieldhouse limitations. The existing and past business will be a prologue for future potential expanded business with an optimized and/or expanded facility and amenities. Primary research will be based on interviews with the Client and current and potential visitors, records of performance by the current management leadership and the City, and Placer.ai cell-phone tracking technology reports, which will determine many datapoints related to visitors and their origin.

Hunden will also consider tournament, event, and sport types that cannot be currently hosted. This lost business analysis will help Hunden determine future demand opportunities.

The goal is to evaluate the marketability of the Fieldhouse as it exists today, after planned optimizations and/or expansions, and into the future.

Additionally, Hunden will assess the current offering of synergistic surrounding assets, such as supportive hotels, any other walkable or proximate uses, and demand generators to understand how the facility has induced economic development for the area.

Task 4: Local and Regional Indoor Sports Market Analysis

Local Competitive Market. Hunden will detail the existing offerings for indoor sports facilities in the competitive local market and their suitability for tournament and league play. Hunden's output will show how many visitors frequent the relevant local facilities and where the facilities draw attendees from in order to assess utilization and gaps in the market.

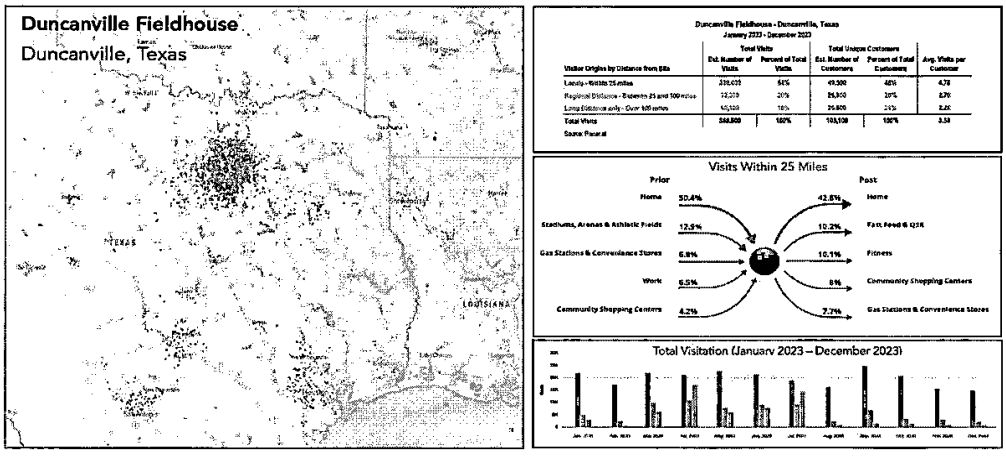
Hunden will compile a supply and demand matrix that will identify whether the current inventory of indoor facilities in the local Duncanville market is adequate for each sport/facility type studied.

Regional Competitive Market. Many of the likely events that could occur at an optimized and/or expanded Fieldhouse will be from around the region. In order to understand the competitive situation in which the community finds themselves, the regional competitive indoor sports facilities will be profiled and analyzed. Hunden will analyze and document the following conditions, as available and appropriate:

- Site and facility layout,
- Capacity,
- User and attendee counts,
- Event types,
- Type of sports usage,
- Utilization times,

- Rental rates,
- Growth characteristics,
- Amenities, and
- Unique characteristics.

Hunden will utilize **geofencing research technology** to gather visitation and performance data for the relevant competitive indoor sports complexes. This research output will show how many visitors frequent the facilities (and on dates when there is a large tournament) and where the facilities draw attendees from. Hunden will also use this tool to gather demographic and socio-economic data to understand the current market reality in the area and the surrounding region. The following figures provide a high-level illustration of just some of the type of visitation data we will gather with this tool.



The regional competitive sports facilities analysis will provide a sense of strengths and weaknesses, as well as opportunities and threats. With so many communities embarking on youth and amateur sports facilities, it is important to understand how the elite teams and leagues operate, how they determine where to host events, and where they choose to play. This analysis will answer both the competitive supply question and the regional demand question.

Demand Interviews. Conducting demand interviews is one of the methods that Hunden will use to determine existing participation data, rental rates and costs for facilities in the City and the competitive regional marketplace, and other key datapoints to identify gaps and determine recommendations. These interviews will help determine what teams, leagues, and tournaments are likely to come to Duncanville and under what conditions.

Task 5: Tournament Opportunity Analysis

Of critical importance to this project is the potential for economic and fiscal impact from the inducement of events from national and regional tournaments. Just like local and small regional tournaments, super-regional and national tournaments can generate significant visitation, spending, room nights and other positive impacts to a community and can even support the development of other real estate uses if enough consistent local and non-local demand occurs onsite. Participants

and their families come from farther distances and therefore must spend the night, unlike those from the 100-mile region that may be "daytrippers."

Tournament Demand Interviews. Hunden will conduct interviews with tournament directors, leagues, current facility management company, management at competitive facilities and others who are likely to use the facilities. These interviews will help determine what teams, leagues, and tournaments are likely to come to the facility and under what conditions. Demand interviews will lead to implications of the facility program.

Task 6: Case Studies and Best Practices

Hunden will analyze comparable sports facilities, with specific consideration given to facilities that include indoor elements, to gather implications and lessons learned. Hunden will utilize our experience and knowledge of national facilities to determine what case studies will be pertinent to the Project.

The case studies analysis will consider the following data points, as available and appropriate:

- Summary and overview of the facility site and market traits,
- Facility details including size/number of fields and courts,
- Performance and visitation of the facility and supporting development,
- Operations/Governance/Management, and
- Others, as appropriate.

Geofencing/cell phone research technology will be used, as well as interviews with management representatives as available.

The case studies will be profiled, and implications discussed. The results will provide the Client with lessons learned and critical elements to success or failure.

Task 7: Support Amenities Analysis

Hunden understands that attracting sports tournaments should include capturing the hotel room nights and spending from the visiting teams and families. As such, the community needs to have enough quality hotels to capture the sports demand. If hotels are mostly located outside of the City limits, the return on the investment for the sports facilities will be limited to local quality of life, while providing neighboring communities with the hotel room night impact. As such, Hunden will analyze the existing local hotel, retail, and restaurant supply.

Hotel. The analysis will determine the proximate quality room count, as well as the community-wide room count, for hotels in the nearby area, to understand what impact from sports can be captured in the city and county limits – and the implications for more hotels to be developed in the community.

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Hunden will use Placer.ai and interviews with the Client to determine which hotels are the most popular with visitor teams and their families.

The analysis will include tracking of occupancy, monthly room night demand, average daily rate (ADR), and Revenue per Available Room (RevPAR), and performance by year, month, day of week, unaccommodated demand and demand type/market mix. Hunden will include data showing local hotel room occupancy, average daily rate, and Rev/Par for the last six years.

Hunden will assess if the local hotel market can accommodate the sizes of events/tournaments being proposed at the Project.

Restaurant/Retail. Hunden will also profile, map and discuss the pros and cons of retail and restaurant nodes and how their proximity to the Fieldhouse enhances or detracts from the Project's success.

Task 8: Recommendations

Hunden will provide recommendations for the optimization and/or expansion of the Duncanville Fieldhouse, including size, program, configuration, functionality, amenities, quality, and other key elements. The recommendations will consider the results of all the prior tasks, which will point toward logical conclusions regarding every aspect of the Project.

The recommendations for the Fieldhouse optimization and or/expansion may include:

- All physical programmed areas by use, size and type,
- Food and beverage offerings,
- Programming and events,
- Parking,
- Operations and management best practices, and
- Other on-site amenities and walkable amenities such as hotels.

Hunden will also provide recommendations on the optimal next steps related to procurement of a private management company for the Fieldhouse, informed by the market analysis and findings.

Task 9: Demand and Financial Projections

Event/Demand Projections. Hunden will make projections for demand for events and uses at the optimized and/or expanded facility. These will be projected for a period of time to be determined mutually with the Client. Projections will include demand by type of event/tournament and recreation amenity type.

Estimated Operating Financials. Based on the projection of demand and a number of assumptions regarding rental rates, fees, concession per-capita revenues and others, Hunden will prepare a financial projection for the facility. This will include operation and maintenance costs which will influence the anticipated return on investment projections for each scenario.

This financial analysis will include the following:

- Estimated line-item revenues. Expenses directly related to the facilities will also be projected for the period. The demand profile, experience with similar facilities and data from existing facilities will be used to model the operating revenues and costs of the optimized and/or expanded Duncanville Fieldhouse and will be incorporated into the business plan. The model will generate a pro forma operating statement that will include revenue and expense items, including the following:
  - Revenues: rental rates, tournament fees, food and beverage, parking and other income,
  - Direct operating expenses: wages and salaries, contract services, utilities, maintenance and repair, supplies and other expenses, and
  - Unallocated expenses: employee benefits, advertising and promotion, general and administrative, professional services, insurance and other expenses.

As stated above, the financials will be presented in a line-item by line-item basis, which will lead to estimates of net operating performance.

Task 10: Economic, Fiscal, and Employment Impact Analysis

Hunden will conduct an economic, fiscal and employment impact analysis to determine the direct, indirect, and induced impacts, including the tax revenues that are generated by the Project in the various phases of optimization and/or expansion.

Based on the above analysis, a projection of net new direct spending will be tabulated. New spending is that spending that is new to the community as visitors come to Duncanville due to an event, spend the night or otherwise spend time or money in the area. Hunden will analyze the spending by residents (transfer spending) and discuss the amount that is recaptured. For example, due to the existence of activity generated by events, economic activity occurs as residents pass up opportunities to leave the area to spend money. Instead of going to an event in another area, the event keeps their spending within the area. This is considered recaptured demand. The net new and recaptured spending is considered to be the **Direct Impact.**

From the direct spending figures, further impact analyses will be completed.

- **Indirect Impacts** are the supply of goods and services resulting from the initial direct spending. For example, a new resident's direct expenditure on retail causes the store to purchase goods and other items from suppliers. The portion of these purchases that are within the local economy is considered an indirect economic impact.
- **Induced Impacts** embody the change in local spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income because of the new spending. The

amount of the increased income that the employee spends in the area is considered an induced impact.

- **Fiscal Impacts** represent the incremental tax revenue collected by the City due to the net new economic activity related to a development. The fiscal impact represents the government's share of total economic benefit. There will be distinct tax impacts for each governmental entity. Fiscal impacts provide an offset to the potential public expenditures required to induce the development of the Project. Hunden will identify the taxes affected and conduct an analysis of the impact on these accounts and governmental units.

- **Employment Impacts** include the incremental employment provided not only onsite, but due to the spending associated with the Project. For example, the direct, indirect, and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. Hunden will show the number of ongoing jobs supported by the project and provide the resulting income and income taxes generated.

Hunden will use one of the industry's most relied upon multiplier models, IMPLAN. This input-output model estimates the indirect and induced impacts, as well as employment impacts, based on the local economy. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll, and employment result from the estimated changes in the flow of income and goods caused by the projected direct impacts. The model data are available by various jurisdictional levels, including counties.

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Milestones and Touchpoints

Hunden will incorporate the following milestones and touchpoints with the Client throughout the study process:

- **Kickoff Organizing Call** – Once the administrative engagement paperwork process is complete, or almost complete, Hunden will schedule an initial kickoff organizing call/Zoom with the Client team for introductions and to schedule the in-person site visit, tours, and meetings. Hunden will send a kickoff memo outlining requests for data, scheduling arrangements, and key contact information.
- **Site Visit/Local Discovery** – Members of the Hunden key personnel team will travel to Duncanville to conduct an in-person kickoff trip with the Client, including stakeholder meetings and interviews, site and facility tours, and tours of surrounding demand generators.
- **Circle Back Call** – After the kickoff trip, Hunden will schedule a 'circle-back call' with the Client to wrap up data requests and any outstanding discovery phase items.
- **Check-In Calls** – Throughout the market research tasks, Hunden can schedule check-in calls with the Client to ensure timely forward direction through the study process.
- **Market Findings Presentation (deliverable)** – At the conclusion of Task 8, Hunden will present a PowerPoint-style deliverable of market findings electronically to the Client. This will include the recommended scenarios and findings for the Client to consider.
- **Draft Analysis (deliverable)** – Hunden will complete all financial modeling and compile the results into a draft analysis of its financial outputs, which will be presented to the Client electronically for review and comment.
- **Final Analysis (deliverable)** – After receiving comments from the Client on the draft analysis, Hunden will issue its final analysis.

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Timing

Hunden anticipates the following timing for each distinct deliverable:

- Market Findings – approximately seven weeks after the following have occurred: contract authorization, receipt of kickoff payment, and completion of in-person site visit
- Draft Analysis – approximately three weeks after delivery of market findings
- Final Analysis – approximately one to two weeks after receiving Client comments on the draft

We expect the overall timeline for the study to be approximately three months, assuming Client responsiveness and availability.

Payment Schedule and Project Schedule

Hunden will complete the analysis for a professional **not-to-exceed fee of $58,800, plus reimbursable travel and research expenses billed separately at-cost without markup**. This assumes time for up to two (2) trips to Duncanville throughout the study process. Travel Reimbursement shall not exceed the rates allowed from the posted General Services Administration rates. https://www.gsa.gov/travel/plan-book/per-diem-rates

Hunden will bill according to a payment schedule broken out by deliverable milestones. The completion and delivery of each deliverable will signal the preparation and submission of the next appropriate invoice. The billing schedule is outlined below:

- Kickoff Invoice, due at signing: (Task 1) $14,000
- Market findings presentation: Task 8) $16,000, plus expenses
- Delivery of draft analysis: $16,000, plus expenses
- Delivery of final analysis: $12,800, plus expenses

Project Completion Schedule:

- Task 1 – Kickoff, Project Orientation, and Interviews Date of Completion – 1/29/25
- Task 2 – Economic, Demographic and Tourism Analysis Date of Completion – 3/19/25
- Task 3 – Duncanville Fieldhouse Historical Performance Analysis Date of Completion – 3/19/25
- Task 4 – Local and Regional Indoor Sports Market Analysis Date of Completion – 3/19/25

- Task 5 – Tournament Opportunity Analysis Date of Completion – 3/19/25
- Task 6 – Case Studies and Best Practices Date of Completion – 3/19/25
- Task 7 – Support Amenities Analysis Date of Completion – 3/19/25
- Task 8 – Recommendations (Market findings Presentation) Date of Completion – 3/19/25
- Task 9 – Demand and Financial Projections Date of Completion – 4/9/25
- Task 10 – Economic, Fiscal and Employment Impact Analysis Date of Completion – 4/9/25
- Delivery of Draft Analysis Date of Completion – 4/9/25
- Delivery of Final Analysis Date of Completion – 4/30/25 (contingent upon Hunden receiving Client comments on the Draft Analysis by 4/16/25)

The following Phase II is optional services that may be fully negotiated between the Parties at a future point. Optional Future Phase II: Management Selection Advisory

Hunden's work plan would be organized as follows:

- Task 1 – Promotion of Duncanville Fieldhouse Opportunity
- Task 2 – Process Kickoff and Orientation
- Task 3 – Creation and Issuance of RFP Document
- Task 4 – Management of Solicitation Process; Site Visit; Q&A
- Task 5 – Review of RFP Submittals, Interviews and Rankings
- Task 6 – Agreement Negotiations and Ongoing Advisory (billed hourly)

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Task 1: Promotion of Duncanville Fieldhouse Opportunity

Hunden would informally contact and create interest from top management companies by promoting the project plan and opportunity, which will include meeting (virtually or in person) with interested parties to further educate, market, and encourage participation in the Request for Proposals process to the most qualified sports facility management teams. The goal would be to build national interest for the Project and advertise the upcoming bid solicitation process. Information gathered in these discussions may shape the nature of the specific management opportunity to be included in the solicitation to be issued later.

Task 2: Process Kickoff and Orientation

Hunden Partners professionals would meet with the Client to confirm the goals of the process and other contextual issues related to the Project. Hunden would perform the following orientation and due-diligence-oriented tasks:

- Obtain information and data from the Duncanville Fieldhouse management, City of Duncanville representatives, as well as any other appropriate governmental agencies and stakeholders.
- Review of historical performance data and any previously completed reports (or other materials) as available. These would provide us with a thorough understanding of the existing operations at the Centre, as well as provide material that could be utilized in the RFP documents, as appropriate.
- Review Hunden's similar efforts, discuss their attributes, implementation, and approach to determine lessons learned and implications.
- Discuss the marketing approach to the RFP effort. Media/press releases can be very beneficial in aiding the promotion of the bidding process, if managed appropriately.

Task 3: Creation and Issuance of RFP Document

Hunden would assist the Client in drafting an RFP document, compliant with Texas Procurement laws and City of Duncanville standards, that will be reviewed by all Parties. The RFP document would include the following components:

- An Overview of the Opportunity,
- Client Objectives, Project Scope, and Timeline,
- RFP Process Overview,
- Submission Requirements,
- Evaluation Criteria, and
- Other terms, conditions and disclosures as applicable.

Hunden would assist the Client in creating a concise, sharp, professional RFP document that will present the management opportunity in the best possible light. The RFP is intended to promote the Project and to generate interest from a wide audience.

Once approved, Hunden would send the document to a qualified list of companies identified as well as post on Hunden's and/or the Client's website. Hunden could also work with the Client to issue a press release regarding the opportunities to maximize exposure. Hunden shall provide the Client with the list of companies, and assist the City in compliance with meeting Minority-Women Owned Business (MWBE) requirements for notification of the opportunity.

Hunden would work behind the scenes with the interested groups to ensure full compliance with the request and answer any questions in order to generate the highest quality responses.

Task 4: Management of Solicitation Process; Site Visit; Q&A

Reliable and **consistent communication** is important to ensure interested parties remain interested and follow through with RFP submissions. As these requests are time-consuming, it is easy for many potential management companies to not respond and focus on other less time-consuming opportunities. Hunden assist and coordinates with the Client, and serve as the communication lead on behalf of the Client to ensure a strong response to the RFP. Hunden would discuss the proposal process with potential respondents and represent the Client's best interests when doing so. In consultation with the Client, Hunden would coordinate with the Client and set a deadline for submitting written questions or requests for clarification and would assist in responding to these written inquiries.

A **tour of the facility** and surrounding area in Duncanville would be conducted by Hunden and Client representatives for the benefit of the proposers. The onsite meeting would be a chance for the Client to explain the opportunity to the interested companies and field questions. Hunden would record all questions and answers during the tour and any related meetings. After the tour and the **Question & Answer Period**, Hunden would communicate an RFP Addendum to the Client and in coordination with the Client, to all interested groups with answers to all questions posed to date. The goal for the addendum is to be released approximately 10-14 days prior to the RFP due date. The documents would be posted to the City's website.

Task 5: Review of RFP Submittals, Interviews and Rankings

Submittal Evaluations. Hunden, in coordination with the Client, would then review the responses to the RFP and develop a quantitative and qualitative summary document that assembles the proposals and responses in a side-by-side comparison matrix. Each category of response will be evaluated, and conclusions drawn, in coordination with the Client. Hunden, in coordination with the Client, would formulate a list of clarifications that may be requested for all or some of the proposers to clarify their RFP responses. The clarifications shall be in a written format, and conducted in coordination with the Client.

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Interviews. Based on the evaluations, Hunden and the Client may elect to interview all or some of the proposers based on a variety of factors. Hunden would advise the Client on best practices. Hunden would plan and coordinate the interviews with the Client and would communicate with groups about the expectations, logistics and other factors to prepare all parties for a robust and efficient process.

After the interviews, Hunden suggests ranking the proposals with the objective of beginning negotiation with the highest-rank proposer. For the Client to retain flexibility in negotiations, the respondents must know that if discussions with the first group are not successful, then the Client has the option to proceed to the second-ranked management partner. There may also be follow-up questions that Hunden, in coordination with the Client, asks the respondents after the interviews if a determination about a top-ranked group cannot be made.

Task 6: Agreement Negotiations and Ongoing Advisory (Billed Hourly)

Hunden would assist in the development and negotiations of the contract with the selected management company. Hunden highly recommends Client retain an attorney for the official legal work (including document creation), while Hunden would advise on industry-related items and terms. This may include:

- Creation of parameters for development of an agreement,
- Assistance in the development of business terms for the first draft of the agreement,
- Review of the business terms contained in initial draft and subsequent revisions of draft agreement with the City's representative, financial advisor and legal counsel,
- Working closely with the City in the negotiation of the Agreement, and
- Facilitating the execution of the final agreement between selected parties and the City.

Hunden would provide advice and consultation to the Client during negotiations with the selected company on a final Agreement.

Hunden would continually be your resource and make recommendations regarding the negotiations, ensuring as well as other advisory services. In addition, Hunden would serve as the Client's representative, organizing conference calls, virtual meetings and moderating discussions between the company, Client, attorneys and other parties.

Timing

The approximate timing for the completion of a RFP process, prior to the commencement of negotiations on a term sheet, is approximately three (3) months. It is possible the process would require more time, based on a number of factors outside of Hunden's control. Upon commencement of the services, Hunden would prepare, in consultation with Client, a more detailed timeline for the work.

The negotiation and execution of a Term Sheet, which is followed by the negotiation and execution of a formal Management Agreement, can take from three (3) to six (6) months or more, depending on many factors outside of Hunden's control. We recommend regular meetings between the Client/Hunden team, as well as regular communication with the management partner, in order to complete the negotiation process in a timely manner.

Fees

Full Process (Tasks 1-5). Hunden proposes to complete Tasks 1-5 in this optional future phase II scope of work for a professional fee of **$70,000,** plus reimbursable expenses, billed at cost without markup. The fee assumes personnel time for one (1) trip to Duncanville.

Hunden proposes to bill for its services according to the following payment schedule, broken out by milestone deliverables:

- Kickoff to Initiate Process: $10,000
- RFP Document Issued: $15,000, plus any accrued expenses
- Completion of Task 4 (proposals received): $15,000, plus any accrued expenses
- Completion of Task 5: $30,000, plus any accrued expenses

RFP Response Review and Ranking (Task 5 Only). The Client could elect to authorize Hunden to perform Task 5 independent of all other tasks. If desired, Hunden would review the submittals already received for a lump sum fee of **$30,000.**

Negotiations (Task 6). Hunden would work hourly during the management partner negotiation task and would provide ongoing advisory services for an agreed upon not-to-exceed amount plus any direct expenses billed at cost. Any work completed during this phase would be billed monthly on an hourly rate basis at the following rates:

- Rob Hunden, President & CEO: $495
- Executive Vice President | Project Executive: $425
- Senior Project Manager: $395
- Project Manager | Analytics Manager: $375
- Research Director: $350
- Senior Analyst | Quality Control | Client Services Manager: $325
- Analyst: $265

- Administrative Staff: $150

Hourly rates are fixed through December 31, 2024, and subject to a three percent (3%) annual increase thereafter.

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Contractual Terms and Conditions

The following conditions apply to this engagement with you.

CLIENT ACKNOWLEDGEMENTS.

1. The Client acknowledges that the format of the final deliverable output is a PowerPoint-style report document.

Client Initial: _____

2. The Client acknowledges their critical role in providing Hunden with project background and other requested and necessary/ pertinent data items that only the Client has the capability of sharing in order to *start* the formal study timeline. Any delay in providing critical project or site data will delay Hunden's deliverable.

Client Initial: _____

3. The Client acknowledges that these project types are often not commercially viable and typically require public funding upfront and/or annually to be sustained.

Client Initial: _____

SCOPE LIMITATIONS. Hunden's services do not include the following: any assistance with a bond marketing strategy; any assistance with the preparation or distribution of any official statement; or any advice on the municipal bond market. Hunden does not provide advice with respect to municipal financial products or the issuance of municipal securities, including services with respect to the structure, timing, terms and other similar matters concerning such financial products or issues.

Hunden is not a municipal advisor and Hunden is not subject to the fiduciary duty set forth in section 15B(c)(1) of the Registration and Regulation of Brokers and Dealers Act (15 U.S.C. 78o-4(c)(1)) with respect to the municipal financing product or issuance of municipal securities. The Client is advised that any actual issuance of debt must be done under the advice of its bond counsel and financial advisors. Your financial advisor should provide any advice concerning the specific structure, timing, expected interest cost, and risk associated with any government loan or bond issue. Potential advisors should not rely on representations made in this report with respect to the issuance of municipal debt.

The findings and recommendations of Hunden's research will reflect an analysis of primary and secondary sources of information. Estimates and analyses presented in our work product will be based on data that are subject to variation. Hunden will use sources that it deems reliable, but will not guarantee their accuracy. Recommendations will be made from information provided by the analyses, internal databases, and from information provided by external sources.

The Client is entitled to receive the work product(s) prepared by Hunden pursuant to this Agreement. The Client has no right to access or deliverance of any underlying statistics, models, or any other information developed by Hunden in preparing the Report to which this Agreement pertains.

REVISIONS. Hunden will complete a maximum of two drafts of the report. The Client is expected to provide comments and edits on the draft report and those will be addressed by Hunden. Hunden's results may not always agree with the desires of the Client. Hunden will use its independent perspective and research to drive our results. Any revisions, questions, conversations, zooms or travel requested after two drafts (initial draft report, then final draft), will be billed at Hunden's hourly rates of $495 for Rob Hunden and $300 for the project team. Payment on the final milestone will be required and an advance of $2,500 on the hourly work that would be required by the Client or its designees, such as lenders and others. Any revisions or changes to the contractual agreement shall be in written format and approved by both Parties.

UPDATES. Hunden has no responsibility to update its work product(s) for events and circumstances occurring after the date presented to the Client. Delayed invoice payments will result in the delay of deliverables for the next portion of work. If edits and comments are not received from the Client related to any prior deliverable within thirty (30) days of the delivery of the deliverable, the work product will be considered final, and the current billing will be sent and become due.

TIMING OF DELIVERABLES. The timeline for the study begins when the following have occurred: 1) receipt of first payment, 2) signing of this contract and 3) receipt of any Client materials related to the Project requested by Hunden.

VIRTUAL PRESENTATIONS. This contract is limited to up to three (3) virtual presentations of findings at the conclusion of the study. Fees for additional virtual presentations will be negotiated separately.

BILLING. Any past invoices must be paid prior to the delivery of the next Milestone Deliverable. If an invoice remains unpaid 30 days after it was emailed to the client, Hunden may without further obligation, cease the assignment and terminate the Agreement. All previous invoices will remain due. Any invoice unpaid after 30 days will accrue a 3% per month late fee. Any invoice unpaid after 90 days will result in legal action by Hunden to collect such invoice(s).

Failure by Hunden to assess late fees does not preclude Hunden from assessing late fees in the future.

PAYMENT. The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONSULTANT to such extent as may be necessary on account of:

A. third party claims, which are not covered by the insurance which the CONSULTANT is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
B. failure of the CONSULTANT to pay SubConsultants, or for labor, materials or equipment: damage to the property of the CITY or the CITY's agents, employees, or Consultants, which is not covered by insurance required to be provided by the CONSULTANT;
C. reasonable evidence that the CONSULTANT's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to

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cover actual or damages for the anticipated delay;failure of the CONSULTANT to submit proper invoices, with all required attachments and supporting documentation; or

D. failure of the CONSULTANT to comply with any material provision of the Agreement or perform the project in a satisfactory manner.
E. any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

INVOICES. The CONSULTANT shall submit invoices for services or goods rendered and completed. Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONSULTANT agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONSULTANT's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONSULTANT's invoice.

Invoices for labor performed outside of the scope and but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.

Unless otherwise expressly authorized in the Contract, the CONSULTANT shall pass through All SubCONSULTANT and other authorized expenses at actual cost without markup. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

TRAVEL. In the event that the Client chooses to alter, adjust or change dates/times of any Client-related trip after Hunden has booked and purchased travel arrangements, it shall be the responsibility of the Client to reimburse Hunden for any fees and fare/price differences associated with cancellation/change of travel arrangements. All travel shall comply with the requirements stated

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within the General Services Administration per diem rates, that are publicly available. https://www.gsa.gov/travel/plan-book/per-diem-rates

USE OF DELIVERABLE. The work product is considered work for hire, and may be used for governmental purposes.

BREACH OF AGREEMENT. In the event that either Party breaches the terms of this agreement, the agreement may be terminated in accordance with the agreement terms and conditions. The provisions of this section shall survive the termination or expiration of this agreement with respect to any claims or liability occurring prior to such termination or expiration.

TERMINATION. Notwithstanding the Billing language above, both Parties reserves the right to terminate this Agreement on fifteen (15) days written notice to the other Party should either Party fails to satisfactorily perform its obligations under this Agreement. In the event Hunden terminates this Agreement, Client is obligated to pay Hunden for all services rendered under this Agreement prior to termination, including work through the next unbilled milestone. Nothing contained herein shall constitute a waiver of either Party's right to bring suit for damages or to enforce specific performance of this Agreement. In the event of termination of this Agreement by the Client, Client is obligated to pay Hunden for all services rendered under this Agreement prior to termination. Hunden further reserves the right to take any legal action necessary to enforce its rights under this Agreement.

Hunden limits its responsibility to the Client and any use of the study produced pursuant to this Agreement by third parties shall be at the risk of the Client and/or said third parties. By the execution of this Agreement, Client acknowledges that he/she/it has read and agrees to the terms and conditions of this Agreement and agrees to the inclusion of a standard set of General Assumptions and Limiting Conditions in the report. Additional conditions prompted by the discovery of extraordinary or unusual circumstances uncovered during the course of investigation may be added to the study assignment, if necessary.

DISPUTES. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

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If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONSULTANT agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONSULTANT will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

INSURANCE.

A. CONSULTANT shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONSULTANT's employees, as required by law. CONSULTANT shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONSULTANT and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONSULTANT, and liability for damages to property, arising from or growing out of CONSULTANT's operations in connection with the performance of this Contract.
B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for one (1) person, and not less than Two Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for any one (1) occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be

written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

Indemnification for Injury and Performance. CONSULTANT hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONSULTANT, its officers, employees, servants, agents or subConsultant's, or anyone else under CONSULTANT's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non- performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONSULTANT shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.
The CONSULTANT's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONSULTANT under this agreement. This provision shall survive the termination of this agreement.

Jurisdiction, Venue, Applicable Laws
The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

Business Prohibitions and Requirements

A. Prohibition on Contracts with Companies Boycott of Israel. By executing this contract, CONSULTANT verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

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B. Transactions with an Abortion Provider or Affiliate. CONSULTANT certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Consultant, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

C. Prohibition against doing business with Foreign Terrorist Organizations. By executing this contract, CONSULTANT verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

D. Discrimination Against Firearm & Ammunition Industries. Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Agreement, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

E. Boycotting of Energy Companies. Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

F. Certificate of Interested Parties Electronic Filing (See Exhibit C). No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the

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CONSULTANT shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONSULTANT submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONSULTANT submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONSULTANT will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.
https://www.ethics.state.tx.us/filinginfo/1295/

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONSULTANT recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONSULTANT written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Right to Inspect/Audit Records. CONSULTANT agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits no less than 3 business days. CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subConsultant or subConsultants agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subConsultants or subConsultants involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the

subConsultant's or subConsultants reasonable advance notice of intended audits no less than 3 business days.

Federal Work Authorization Affidavit and Employment Verification. The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONSULTANT warrants that the CONSULTANT is in compliance with IRCA during the term of this contract with the CITY. The CONSULTANT warrants that the CONSULTANT has included or will include a similar provision in all written contracts with any SubConsultant(s) engaged to perform services under this Contract. The CONSULTANT performs services for the CITY as a result of this Agreement and compensation for services may exceed the minimum set forth in Texas Government Code Section 2269.002, as amended from time to time. Pursuant to Texas Government Code Section 2269.002, for as long as this Agreement remains in effect, the CONSULTANT will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The CONSULTANT shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit D** to this Agreement, or a similar affidavit that meets the requirements of the law.

If the CONSULTANT subcontracts any services described in this Agreement, The CONSULTANT shall require the subConsultant to attest to its compliance with Texas Government Code Section 2269.002, as amended from time to time, and complete and execute the SubConsultant to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit D.1** or a similar subConsultant affidavit that meets the requirements of the law. The CONSULTANT shall maintain any completed affidavit and make a copy of it available to the CITY upon request. The CONSULTANT shall ensure that any subConsultant E-Verify affidavit becomes a part of its agreement with the subConsultant.

Force Majeure. The CITY of Duncanville, any Customer, and the CONSULTANT shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONSULTANT will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONSULTANT continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONSULTANT shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Confidentiality. In order to provide the deliverables to the CITY, CONSULTANT may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential

Information"). CONSULTANT acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONSULTANT (including its employees, subConsultant's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONSULTANT promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONSULTANT agrees to use protective measures no less stringent than the CONSULTANT uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

14. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

15. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Non-Publicity. City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

No Warranty by City Against Infringements. The CONSULTANT represents and warrants to the CITY that: (i) the CONSULTANT shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONSULTANT in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONSULTANT does not know of any valid basis for any such claims. The

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CONSULTANT shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONSULTANT's breach of any of CONSULTANT's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONSULTANT agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONSULTANT's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONSULTANT.

Performance of Services. The CONSULTANT represents that all services to be provided to the City of Duncanville under the Contract will be fully and timely performed with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and as may be applicable professional license and all applicable Federal, State, and local laws, rules, or regulations. The CONSULTANT makes no warranty, express or implied, as to its professional services rendered under this agreement.

SAM.gov Registration. CONSULTANT must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration, which must be submitted to the City of Duncanville Chief Procurement Officer.

Business Registration in Texas. As a Texas governmental entity, the City of Duncanville requires all businesses to be registered to conduct or engage business in Texas and comply with all provisions of Texas laws regarding registration requirements.
https://www.sos.state.tx.us/corp/foreign_outofstate.shtml#:~:text=If%20the%20entity's%20legal%20name,BOC%20%C2%A7%209.004.
https://comptroller.texas.gov/taxes/publications/94-108.php

Pass Down Language Requirement. Provided the CONSULTANT utilizes any subConsultants in performing this contract, the CONSULTANT shall require the subConsultant to adhere to and comply with the terms and conditions of this Contract by incorporating such into a written contract between the CONSULTANT and the subConsultant.

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EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

Offered by:

Signature _____

Printed Name ___Rob Hunden_____

Title ____CEO_____

Company ____Hunden Partners_____

Date: ___1/7/2025_____

Authorization

Accepted By:

Signature _____ per Reso # 2024-383

Printed Name ___Douglas Finch_____

Title ____City Manager_____

Company ____City of Duncanville, Texas_____

Date: _____1/14/25_____

TEXAS ETHICS COMMISSION

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CERTIFICATE NUMBER 2025-1256567

Exhibit A – Conflict of Interest Form

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chap. 176. However, the general definition of "affiliation" would mean any association or connection. So any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.
2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or Consultant with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state "None."**
4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state "None."**
5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the "Yes" box in Section 5 A, B, or C.
6. Describe any other affiliation or business relationship that might cause a conflict. If no conflicts check

hunden partners

the #4 box as well.

7. **Signature box. Date and sign the form. <u>A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.</u>**

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CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed 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 government 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.

1 **Name of vendor who has a business relationship with local governmental entity.**

Hunden Partners

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

None

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 Signature of vendor doing business with the governmental entity — Date: 1/9/2025

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Exhibit B – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONSULTANT submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONSULTANT submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONSULTANT will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONSULTANT shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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:
2025-1256567

Date Filed:
01/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hunden Partners
Chicago, IL 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 Duncanville

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.
25-60610
Fieldhouse optimization/expansion market demand, financial feasibility and economic impact study.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hunden, Rob	Chicago, IL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is ROB HUNDEN, and my date of birth is 2/9/1972.

My address is 15185 HAWTHORNE LANE (street), LAKESIDE (city), MI (state), 49116 (zip code), USA (country).

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

Executed in COOK County, State of ILLINOIS, on the 13th day of JAN (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V4.1.0.5dd2ace2

hunden partners

Exhibit C– Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, Rob Hunden (Person name), the undersigned representative of (Company or Business name) Hunden Partners (hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

1/9/2025
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

hunden partners

Exhibit D – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subConsultants who present to Service Provider an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

531451 — Federal Work Authorization User Identification Number

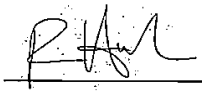
03/30/2012 — Date of Authorization

Service Provider: Hunden Partners

Project: Duncanville Fieldhouse Market and Financial Feasibility Study

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

Executed on January 9th, 2025, in Chicago (city), Illinois (state).



BY: Service Provider Authorized Officer or Agent

1/9/2025 — Date

Rob Hunden - President / CEO

Printed Name and Title of Authorized Officer or Agent

SAM.GOV®

HUNDEN STRATEGIC PARTNERS, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
R9VBM53JZHU4	**9NWL4**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Dec 2, 2025**	
Physical Address	Mailing Address	
213 W Institute PL STE 707 **Chicago, Illinois 60610-3125** **United States**	**213 W Institute PL STE 707** **Chicago, Illinois 60610-3125** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Illinois 07	**Indiana / United States**	**www.hunden.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 4, 2024	**Dec 2, 2024**	**Aug 23, 2023**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 16, 2006	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
Subchapter S Corporation

Profit Structure
For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged Business
Individual or concern, other than one of the preceding
DOT Certified DBE

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Other Entity Qualifiers

Community Development Corporation

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
9NWL4

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********10**

Lock Box Number
(blank)

Financial Institution
JPMORGAN CHASE BANK, NA

Account Number
*********21**

Automated Clearing House

Phone (U.S.)
2198791122

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

Rob Hunden
213 W Institute Place
Suite 707
Chicago, Illinois 60610
United States

Taxpayer Information

EIN
*******9951**

Type of Tax
Applicable Federal Tax

Taxpayer Name
Hunden Strategic Partners Inc

Tax Year (Most Recent Tax Year)
2024

Name/Title of Individual Executing Consent
Ceo/president

TIN Consent Date
Dec 2, 2024

Address
15185 Hawthorne Lane
Lakeside, Michigan 49116

Signature
Rob Hunden

Points of Contact

Accounts Receivable POC

Gwenyth Baer, Ms.
billing@hunden.com
3126432500

Electronic Business

Cory Hawkins, Mr.
Cory@hunden.com
3126432500

213 W Institute Place
STE 707
Chicago, Illinois 60610
United States

Laura Sportiello, Ms.
laura@hunden.com
3126432500

213 W Institute Place
STE 707
Chicago, Illinois 60610
United States

Government Business

Cory Hawkins, Mr.
Cory@hunden.com
3126432500

213 W Institute Place
STE 707
Chicago, Illinois 60610
United States

Laura Sportiello, Ms.
laura@hunden.com
3126432500

213 W Institute Place
STE 707
Chicago, Illinois 60610
United States

Past Performance

Cory Hawkins, Mr.
Cory@hunden.com
3126432500

213 W Institute Place
STE 707
Chicago, Illinois 60610
United States

Rob Hunden, Mr.
rob@hunden.com
3126432500

213 W Institute Place
STE 707
Chicago, Illinois 60610
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**531390**	**Other Activities Related To Real Estate**
	541611	**Administrative Management And General Management Consulting Services**
	541618	**Other Management Consulting Services**

Product and Service Codes

PSC	PSC Name
B507	**Special Studies/Analysis- Economic**
B513	**Special Studies/Analysis- Feasibility (Non-Construction)**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$6,200,000.00

Number of Employees (in accordance with 13 CFR 121)
35

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

THE CITY OF DUNCANVILLE
P.O.BOX 380280
DUNCANVILLE, TX 75138-028
203 E. WHEATLAND ROAD
DUNCANVILLE, TX 75116
Telephone: [972] 780-5058
Email: purchasing@duncanville.com

THE CITY OF DUNCANVILLE VENDOR PACKET

VENDOR INFORMATION:
In order to provide accurate vendor information and to ensure prompt payment, please complete the following:

Official Company Name: Hunden Strategic Partners, Inc. dba Hunden Partners

Pay/ Remittance Address: 213 W Institute Place, Ste 707

City: Chicago **State:** IL **Zip:** 60610

Contact: Gwenyth Baer **Phone:** 818-388-7552 **E-Mail:** billing@hunden.com

I will accept credit card for payment of any invoice: ☐ **Yes** ☒ **No** **Payment Terms – Net 30**

Prohibition of Boycott of Israel: By signing this application, the vendor verifies that it does not Boycott Israel, and agrees it will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Business Prohibitions: By signing this application, the vendor verifies that pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies that do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, a listing of companies.

Discrimination Against Firearm & Ammunition Industries: Vendor certifies and verifies that: (1)neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

Boycotting of Energy Companies: Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code.

Transactions with an Abortion Provider or Affiliate: Vendor certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Vendor, Agreement and/or taxpayer resource transaction is voidable by City of Duncanville and Vendor agrees to defend and indemnify City of Duncanville against any action brought by the Office of the Attorney General for a violation of Section 2272.003.

I certify that:

1) I have authority to provide this information for, or on behalf of, the person or entity identified;
2) All of the information submitted is true and correct to the best of my knowledge, information, and belief.

Vendor Authorized Signature

1/13/20
Date

Rev. 07-23-2023

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Hunden Strategic Partners, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
213 West Institute Place, Suite #707

Requester's name and address (optional)

6 City, state, and ZIP code
Chicago, IL 60610

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
20 - 4239951

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/31/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities C—

A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Duncanville
City of Champions

Automated Clearing House (ACH) Form

***NOTE**: First payment after set up will be a live check to allow for pre-note process with bank. Automated payment notices will be sent by email to the address specified below. The sender will be **Munis Email Connector - munisemail@duncanville.com.** Please save to your contacts.*

If there are questions regarding banking information or issues please contact the City of Duncanville Finance Division @ 972-780-5056 or via email accountspayable@duncanville.com

**********RECEIVING BANK INFORMATION**********

Must Choose One: ☐ Savings ☒ Checking

JP Morgan Chase
Name of Bank/Financial Institution

4365 Franklin St	Michigan City	IN	46360
Bank Address	City	State	Zip

219-879-1122
Phone # of Bank

074000010	710426321
ABA # *(9 digit Routing #)*	ACCOUNT #

**********VENDOR INFORMATION**********

	Hunden Strategic Partners, Inc. dba Hunden Partners
Vendor # (If known)	*Name of Company/Payee*
billing@hunden.com	20-4239951
Email Address (required for transfer notices)	*Federal Id #/Social Security #*
312-643-2500	1/13/2025
Phone #	*Digital OK/Signature* *Date*

Please complete and return these form to purchasing@duncanvilletx.gov

**********OFFICE USE ONLY**********

1. Enter in ACH database — Completed:____
2. Change vendor's addresses to reflect ACH — Completed:____
3. Edit all PO's to reflect ACH term — Completed:____
4. PO #'s affected: _____

_____

ACH Set-Up Completed:_____ Time:_____ Initials:_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/03/2025

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	CONTACT NAME: Alan Schulte
Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 200 Carmel IN 46032	PHONE (A/C, No, Ext): (317) 846-5554 FAX (A/C, No): (317) 846-5444 E-MAIL ADDRESS: aschulte@shepherdins.com
INSURED Hunden Strategic Partners, Inc 15185 Hawthorne Ln Suite 707 Lakeside MI 49116	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Underwriters Ins Co — 30104 INSURER B: Valley Forge Insurance Company — 20508 INSURER C: The Continental Insurance Co — 35289 INSURER D: Continental Casualty Company — 20443 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2422222063 **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:			36SBAAF7H9Z	03/06/2024	03/06/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6020828538	03/13/2024	03/13/2025	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			36SBAAF7H9Z	03/06/2024	03/06/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6020998933	03/13/2024	03/13/2025	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
D	Errors and Omissions			652205693	03/13/2024	03/13/2026	Limit: per occurrence Aggregate limit	2,000,000 2,000,000

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

Automatic Additional Insured applies to the City of Duncanville which includes General Liability coverages on a Primary & Non-Contributory Basis where required by written contract subject to policy terms, conditions & exclusions. Automatic Additional Insured applies to Umbrella coverage where required by written contract subject to policy terms, conditions & exclusions. Waiver of Subrogation applies to General Liability, Auto Liability, & Workers Compensation coverages where required by written contract subject to policy terms, conditions & exclusions. The coverage extensions referenced on this certificate are achieved through the following forms which are included on the policy & attached to this certificate: SL3032 06 21, SL 00 00 10 18, SL 30 18 10 18, SU 00 02 10 18, SU 00 06 10 18, CA 04 43 11 20, WC 00 03 13 04 1984.
A 30 day notice of cancellation applies

CERTIFICATE HOLDER

City of Duncanville
Attn:Chief Procurement Officer
PO Box 380280
Duncanville TX 75138

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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Policy Change: Business Owner's Policy

Policy Number: 36 SBA AF7H9Z

Policy Period: 03/06/2024 to 03/06/2025

Named Insured and Mailing Address:
Hunden Strategic Partners, Inc,
15185 HAWTHORNE LN,
LAKESIDE, MI 49116

Policy Change Number: 045

Policy Change Effective Date: 01/03/2025, Effective hour is the same as stated in the Declarations Page of the Policy.

Insurer:
Hartford Underwriters Insurance Company, a property and casualty company of The Hartford

One Hartford Plaza, Hartford, CT 06155

Name of Agent/Broker:
SHEPHERD INSURANCE LLC
111 CONGRESSIONAL BLVD 200
CARMEL, IN 46032

Code: 36211367

Coverage Parts Affected:

Common

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

As a result of the changes described herein, there is no change in premium. $0

*Price is subject to fees and surcharges

Countersigned by: Susan L. Castaneda 01/03/2025

Authorized Representative Date

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CNA

Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph **2.** of Section **C. WHO IS AN INSURED**:

a. Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

(1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";

(2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and

(3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

b. With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph **a.** above, the following additional exclusion applies:

(1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

c. The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".

d. The insurance afforded to such "insured" only applies to the extent permitted by law.

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GENERAL AGGREGATE LIMIT REVISION

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

The following is added to Section **D. LIMITS OF INSURANCE:**

The General Aggregate Limit, shown in the Declarations, under Limits of Insurance, applies separately in excess of each General Aggregate Limit afforded by the Business Liability Coverage Part shown in the Extension Schedule of Underlying Insurance.

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Policy Change: Business Owner's Policy

The following Additional Insured has been added as an Additional Insured - Designated Person or Organization.

Additional Insured Name:
City of Duncanville Additional Insured Name Overflow:Attn: Chief Procurement Officer, PO Box 380280, DUNCANVILLE, TX 75138

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER	FORM NAME	COVERAGE PART
SC 00 06 10 18	POLICY CHANGE	Common

Premium associated with this Policy Change has pro rata factor 0.169.

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Policy Change: Business Owner's Policy

Policy Number: 36 SBA AF7H9Z

Policy Period: 03/06/2024 to 03/06/2025

Named Insured and Mailing Address:
Hunden Strategic Partners, Inc,
15185 HAWTHORNE LN,
LAKESIDE, MI 49116

Policy Change Number: 046

Policy Change Effective Date: 01/03/2025, Effective hour is the same as stated in the Declarations Page of the Policy.

Insurer:
Hartford Underwriters Insurance Company, a property and casualty company of The Hartford

One Hartford Plaza, Hartford, CT 06155

Name of Agent/Broker:
SHEPHERD INSURANCE LLC
111 CONGRESSIONAL BLVD 200
CARMEL, IN 46032

Code: 36211367

Coverage Parts Affected:

Common
Liability

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

As a result of the changes described herein, there is no change in premium. $0*

*Price is subject to fees and surcharges

Countersigned by: Susan L. Castaneda 01/06/2025

Authorized Representative Date

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Policy Change:
Business Owner's Policy

Part A: # of Days if cancelled for other than non-payment:	Part B: # of Days if cancelled for non-payment:	Part C: # of Days if cancelled by the insured:	Name of Certificate Holder:	Mailing Address:
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	Populous, Inc	4800 Main St, Suite 300 , Kansas City , MO 64112
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	Collier County Board of County Commissioners	3295 TAMIAMI TRL E , NAPLES , FL 34112
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Cleburne / Melanie Cornwell Purchasing Agent	PO Box 677, CLEBURNE, TX 76033
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of College Station	PO Box 9960, COLLEGE STATION, TX 77842
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Reno	1 E 1ST ST , RENO , NV 89501
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Loveland	500 E 3RD ST STE 300 , LOVELAND , CO 80537
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Miami Beach c/o EXIGIS Insurance Compliance Services	PO Box 947 , MURRIETA , CA 92564
Part A: # of Days if cancelled for other than non-payment:30	Part B: # of Days if cancelled for non-payment:10	Part C: # of Days if cancelled by the insured:30	City of Duncanville	PO Box 380280 , DUNCANVILLE , TX 75138

The following Additional Insured has been associated with Additional Insured - Designated Person or Organization has been revised.

Additional Insured Name:
The City of Burnaby , 4949 Canada Way, V5G 1M2, Canada

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

FORM NUMBER:	FORM NAME	COVERAGE PART
SC 00 06 10 18	POLICY CHANGE	Common
SL 90 07 10 18	NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER	Liability

Premium associated with this Policy Change has pro rata factor 0.169.

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NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

PART A: 30

PART B: 10

PART C: 30

Name of Certificate Holder: City of Duncanville

Mailing Address: PO Box 380280 , DUNCANVILLE , TX 75138

This Policy is subject to the following additional conditions when a number of days are shown in the schedule for any of the above Parts.

A. If this Policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in **Part A.**

B. If this Policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in **Part B.**

C. If this Policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the number of days notice of the cancellation effective date, as shown in **Part C.**

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this Policy's term.

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AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE:**

1. The following provision is added to Paragraph **2. Aggregate Limits:**

The General Aggregate Limit under Section **D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE** applies separately to each of your "projects".

2. The following provision is added to Paragraph **2. Aggregate Limits:**

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.

B. The following changes are made to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**

1. The following definition is added:

"Project" means a premises, site or location that is away from a premises, site or location owned or rented to you and at which "your work" at said premises, site or location has not yet been completed, as completion is described in the "products-completed operation hazard". All of "your work" at such premises, site or location is deemed to involve a single project, regardless of whether "your work" is abandoned, delayed, or restarted, or if "your work" deviates from plans, blueprints, designs, specifications or timetables.

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED:**

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE.** How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.**

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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POLICY #: 36SBAAF7H9Z



BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

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Form SL 00 00 10 18



a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. **Transfer Of Rights Of Recovery Against Others To Us**

   a. **Transfer Of Rights Of Recovery**

   If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

   b. **Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

   If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
   a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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CNA

Business Auto Policy
Policy Endorsement

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the **"accident"** or the **"loss."**

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RESOLUTION NO. 2024-383

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A CONTRACT WITH HUNDEN PARTNERS FOR A FEASIBILITY ANALYSIS OF THE DUNCANVILLE FIELDHOUSE, FACILITATING A REQUEST FOR PROPOSALS (RFP) FOR THIRD-PARTY OPERATIONS, AND AUTHORIZING HUNDEN PARTNERS TO PROVIDE A REVIEW OF THIRD-PARTY PROPOSALS RECEIVED THROUGH THE RFP PROCESS; AUTHORIZING AN EXPENDITURE OF HOTEL OCCUPANCY FUNDS IN AN AMOUNT NOT TO EXCEED $140,000.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is committed to the continued growth and development of the Duncanville Fieldhouse as a community asset; and

WHEREAS, the City desires to obtain a comprehensive feasibility analysis of the Duncanville Fieldhouse, facilitate a Request for Proposals (RFP) for third-party operations, and review the third-party proposals received to ensure that the City's goals for the facility are met; and

WHEREAS, the City has identified Hunden Partners as a qualified firm to perform the services required for this feasibility analysis, RFP facilitation, and proposal review; and

WHEREAS, the City Council of Duncanville has reviewed and considers it in the best interest of the City to approve a contract with Hunden Partners for the purpose of performing the services outlined herein; and

WHEREAS, the services by Hunden Partners will allow the City to make informed decisions about improvements to the Fieldhouse to increase tourism and hotel stays in the City;

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

SECTION 1: The City Council hereby approves a contract with Hunden Partners, attached hereto as "Exhibit A," for the following services:

1. A feasibility analysis of the Duncanville Fieldhouse;
2. Facilitation of a Request for Proposals process for third-party operations of the Duncanville Fieldhouse; and
3. A review of third-party proposals received through the RFP process.

SECTION 2. The City Council authorizes an expenditure from Hotel Occupancy Funds for the contract with Hunden Partners, not to exceed $140,000.00, to cover the costs associated with the feasibility analysis, RFP facilitation, review of third-party proposals, and negotiations with the selected management firm.

SECTION 3. The City Manager is authorized to execute the contract with Hunden Partners, and any necessary documents, and take such further actions as may be required to implement the terms of the contract.

SECTION 4. This resolution shall take effect immediately upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of December, 2024.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

hunden partners

Duncanville Fieldhouse Market and Financial Feasibility Study







DUNCANVILLE Fieldhouse



DRAFT FINDINGS

April 2025



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1) Executive Summary & Project Profile
2) Economic, Demographic & Tourism Analysis
3) Duncanville Fieldhouse Historical Performance Analysis
4) Local and Regional Indoor Sports Market Analysis
5) Tournament Opportunity Analysis
6) Case Studies and Best Practices
7) Support Amenities Analysis
8) Implications & Recommendations
9) Demand & Financial Analysis
10) Economic, Fiscal & Employment Impact Analysis

hunden partners

Duncanville, Texas: Youth Sports Market and Financial Feasibility

HUNDEN QUALIFICATIONS: Hunden Partners is a full-service global real estate development advisory practice, providing public and private sector clients with confidence and results so they can move their projects from concept through execution. With more than 28 years of experience on 1,000+ projects, Mr. Hunden and his team are relied-upon guides and advisors that provide owner's representation services, project management and strategy, and the individual components of the process: feasibility and financing studies, impact analysis, governance/management structures, deal negotiation, and team-assembly — managing RFQ/P processes for developers, architects, construction, management companies, and service providers.

Hunden Partners professionals have provided all the above services for hundreds of client projects worldwide for the public, non-profit, and private sectors. In addition, our professionals have prior professional career experience in municipal and state government, economic and real estate development, real estate law, hotel operations, and non-profit management. More than 80 percent of our clients are public entities, such as municipalities, counties, states, convention bureaus, authorities and other quasi-government entities empowered to conduct real estate, economic development, and tourism activities.

STUDY ASSUMPTIONS AND CONDITIONS: This deliverable has been prepared under the following general assumptions and limiting conditions:

- The findings presented herein reflect analysis of primary and secondary sources of information assumed to be correct. Hunden utilized sources deemed to be reliable but cannot guarantee accuracy.
- No responsibility is taken for changes in market conditions after the date of this report and no obligation is assumed to revise this report to reflect events or conditions occurring thereafter.
- Hunden has no control over construction costs or timing of construction and opening.
- Macroeconomic events affecting travel, and the economy cannot be predicted and may impact the development and performance of the project.

We have enjoyed serving you on this engagement and look forward to providing you with continuing service.

Sincerely yours,

Hunden Partners

Why We're Here

Key Questions

- What is the **primary objective of the Fieldhouse for the City of Duncanville**? Profitability vs. community benefit?
- How does the primary objective of the **Fieldhouse impact decisions on management, pricing, programming, and potential investment**?
- Are the **current operations fully optimized** in terms of revenue generation, programming, and utilization?
- Are there **missed opportunities** in event scheduling, partnerships, or facility use?
- What could the City of Duncanville do to ensure the Fieldhouse is **sustainable into the future**?

Project Introduction

Hunden Partners was engaged by the City of Duncanville to conduct a market demand, financial feasibility, and economic impact study for the optimization of the Duncanville Fieldhouse in Duncanville, Texas.

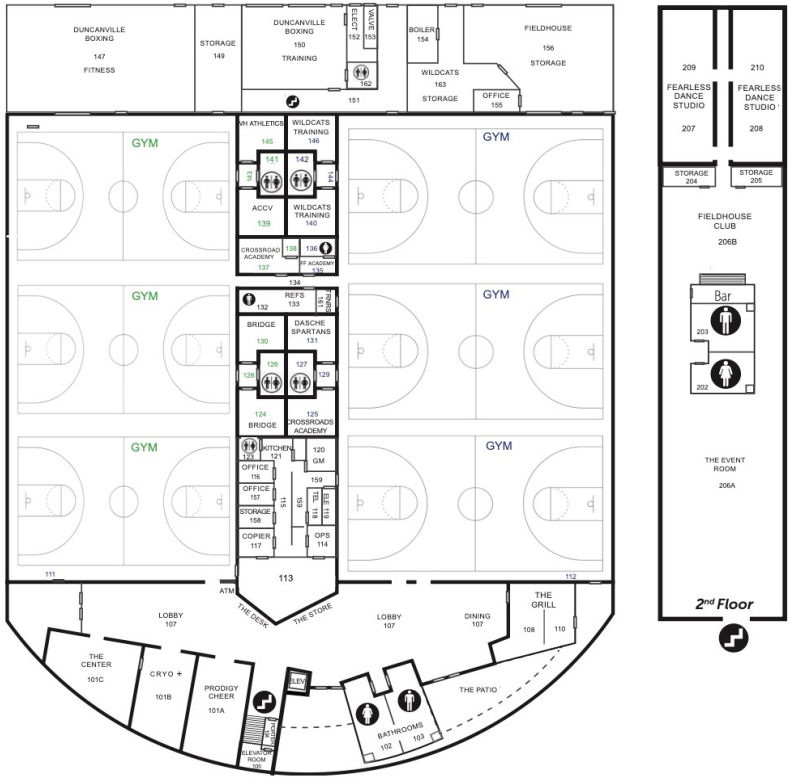
This assessment analyzes the current facility performance, demand opportunities for local and regional tournaments, and discusses future potential operational structures and overall facility improvements. The study aims to address the following:

- **Benchmarking & Competitive Positioning**
- **Facility Optimization**
- **Market Demand**
- **Management Structures & Opportunities**

DUNCANVILLE Fieldhouse
HOME of CHAMPIONS



Duncanville Fieldhouse Overview



The Duncanville Fieldhouse, originally the Dallas Stars' hockey rink was converted to a six-court facility and has been rebranded multiple times. Now a city-owned venue, the Fieldhouse serves as a community asset for leagues, camps, and tournaments.

40+
Basketball Tournaments

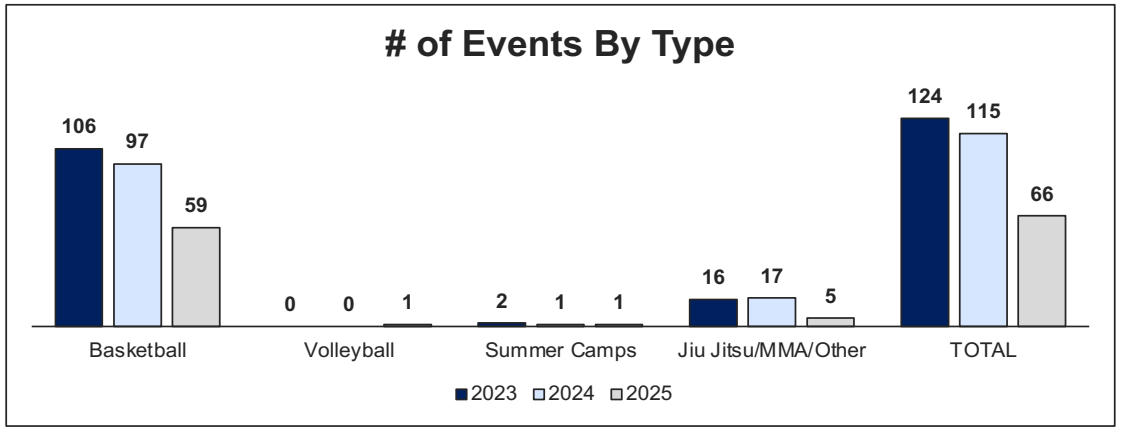
15+
Camps, Leagues & Other Events

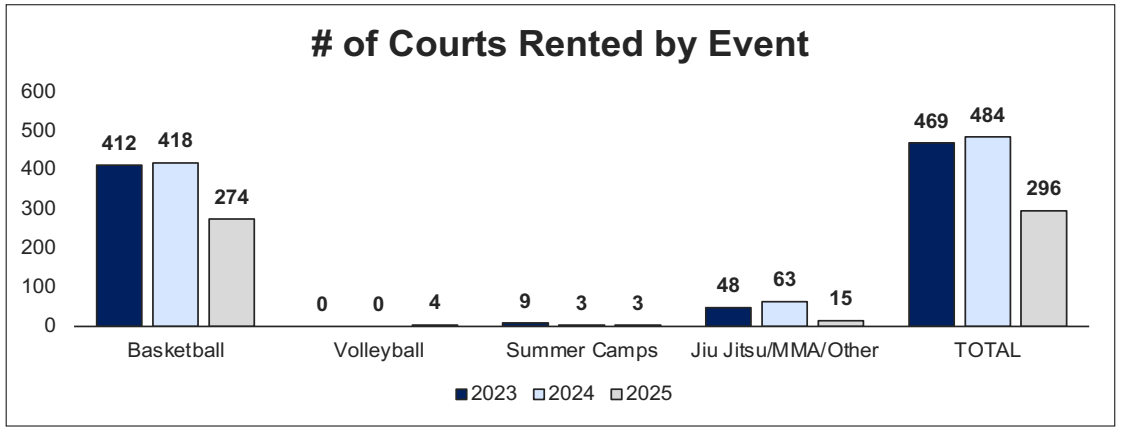
Home to these organizations:

- Bridge Academy
- ACCV Club Volleyball
- DasCHE Home Educators
- Succeed Forever Community Transformation
- Prodigy Xtreme Cheer
- Texas Wildcats Club Basketball
- Faith Family Academy
- Others

Event Overview and Attendance Trends

- **High Weekend Utilization Rate:** The facility hosted events on **48 out of 52 weekends in 2023** and **47 weekends in 2024 [1].** Although not all were full facility rentals, this demonstrates minimal date availability during peak tournament season.
- **Event Growth Requires Investment:** Attracting larger, more impactful events would require **additional staff, expansion, or enhanced operational efficiency.** Additionally, the displacement of current users would likely occur.

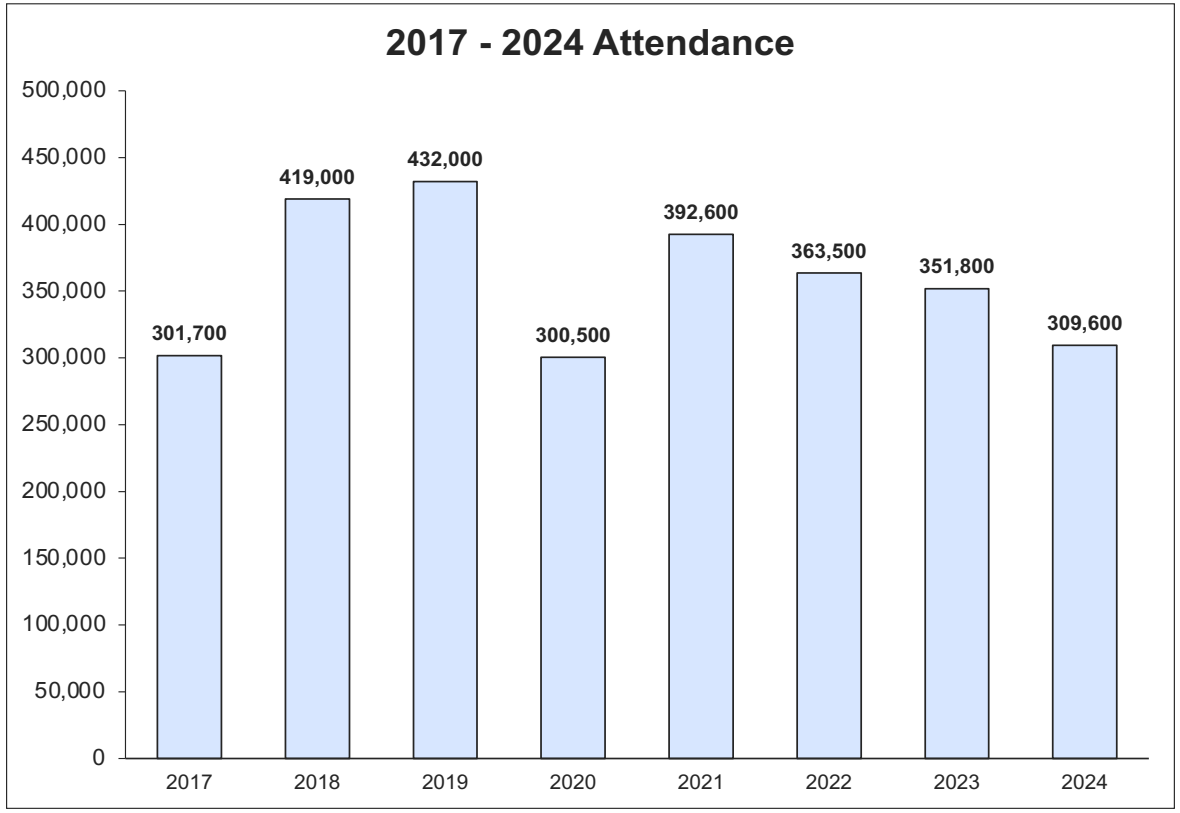




[1] 2023 data is current as of 11/10/23, 2024 data as of 10/6/24, and 2025 data as of 1/28/25
[2] Only confirmed events as of the respective dates are included in the dataset

Event Overview and Attendance Trends (Cont'd)

- **Seasonal Attendance Patterns:** Visitation reaches its highest levels from April to July, the peak season for tournaments.
- **Decline in Attendance:** Various factors contribute to the slow decline in performance including quality of playing surfaces, safety concerns, among others.



Source: Placer.ai

Revenue & Expense Analysis

Duncanville Fieldhouse Financial Analysis: City-Provided & Audited Financials (2023 – 2024)

These financials cover the fiscal years 2023 and 2024 (October 1 – September 30).

- The expense increases from 2023 to 2024 can be largely attributed to an increase in part-time salaries for FY 2024 and added retirement expenses in 2024.
- The debt service on the Fieldhouse is paid off as of February 2025, eliminating the $500K+ annual liability previously covered by the EDC.

	2023	2024	Change
Operating Revenues:			
Charges for Services	$1,333,573	$1,341,851	$8,278
Miscellaneous	$115,870	$110,902	$(4,968)
Total Revenues:	*$1,449,443*	*$1,452,753*	*$3,310*
Operating Expenses:			
Fieldhouse Expenses	$(1,338,359)	$(1,467,524)	$(129,165)
Depreciation	$(295,522)	$(294,725)	$797
Retirement	$3,285	$(98,327)	$(101,610)
Total Expenses:	*$(1,630,595)*	*$(1,860,576)*	*$(229,981)*
Net Operating Income:	**$(181,152)**	**$(407,823)**	**$(226,671)**
Transfer from EDC Fund	$533,775	$538,625	$4,850
Other	$(86,074)	$19,028	$105,102
Income (Loss) before transfers	**$266,548**	**$149,829**	**$(116,719)**

Revenue & Expense Analysis (Cont'd)

Duncanville Fieldhouse Financial Analysis: City-Provided & Audited Financials (2023 – 2024)

- **Depreciation is a non-cash, non-operating expense** and should not be included above the line, as it **distorts the facility's true operational performance.**
- **Retirement expenses consist of three components:** OPS TMRS, Pension Expense, and OPEB Expense. Pension and OPEB expenses are highly variable and influenced by multiple factors, making them difficult to forecast accurately [3].

Operating Expenses:	2023	2024
Fieldhouse Expenses	$(1,338,359)	$(1,467,524)
Depreciation	**$(295,522)**	**$(294,725)**
Retirement	**$3,285**	**$(98,327)**

	2023 [1]	2024 [2]
Net Operating Income:	$(181,152)	$(407,823)
Adjusted Net Operating Income:	**$92,169**	**$(44,938)**

[1] 2023 New Net Operating Income adds back $273,321 worth of depreciation and retirement expenses
[2] 2024 New Net Operating Income adds back $362,775 worth of depreciation and retirement expenses
[3] Per guidance from the City's Assistant Director of Fiscal Services, Pension Expense and OPEB Expense should be disregarded going forward.

Operational Performance – Implications

- The facility **operates at nearly break-even status**, with minor annual fluctuations between profit and loss.
- **Management utilizes storage spaces for revenue drivers to the facility**, which has resulted in approximately $100K+ annually to the Fieldhouse.
- The facility generates approximately $90K+ yearly from smaller advertising deals.
- An opportunity exists for a facility naming rights sponsor, court sponsorships, etc. Without dedicated sales staff, implementing these efforts will be a challenge.
- The Fieldhouse generates approximately $40K from external league rentals. Commonly, facilities self-promote adult and youth league play to drive revenue.
- Food & beverage operations generate approximately $215K in annual profit (49% margin) above industry norm of 30–35%. Continuing to seek ways to bring vendors in for events will allow for additional revenue opportunities.
- Court rental rates are currently at market rate with limited room for increases.

Duncanville's Sports Identity

- **Duncanville's robust talent pipeline and deep history of sports success provides an opportunity to reinforce its position as a sports destination**.
- The City currently lacks a cohesive effort to sell and market this identity within the Fieldhouse and across other facilities.
- Destinations such as Round Rock have a tailored sales and marketing effort such as branding the entire city as "The Sports Capitol of Texas" resulting in significant tournament reach and over economic impact.
- **Improved coordination with facilities like Duncanville High School** could result in the attraction of larger, more impactful events.







Regional Indoor Sports Facility Supply

- The Dallas-Fort Worth area offers a **robust supply of indoor sports facilities**, which provides tournament operators with ample options to host their events.
- The Duncanville Fieldhouse is a **well-utilized facility despite having fewer courts** than some competitors.
- The Duncanville Fieldhouse attracts an above average number of long-distance visitors in comparison to other Dallas-Specific Facilities.

Relevant Indoor Sports Facility Supply

Facility Name	Location	Distance from Project Site	2024 Visits	2024 Visitors	% of Visits Over 100 Miles	Basketball	Volleyball
Impact Center	Arlington, TX	14.6	–	–	–	4	4
Fieldhouse USA Mansfield	Mansfield, TX	14.9	726,000	164,800	9.3%	12	24
Fieldhouse USA Grapevine	Grapevine, TX	30.7	759,100	324,000	11.1%	9	9
Net Results Sports Center	Plano, TX	32.9	249,200	49,500	3.5%	-	9
Plano Sports Authority2	Plano, TX	36.2	274,000	83,400	8.5%	4	4
Plano Sports Authority	Plano, TX	36.9	466,200	86,600	2.4%	12	15
AmeriSports Rockwall	Rockwall, TX	37.8	261,500	49,000	9.1%	9	12
Plano Sports Authority Murphy	Murphy, TX	37.9	300,900	70,900	2.6%	8	8
Fieldhouse USA Frisco	Frisco, TX	41.3	758,000	129,300	8.8%	12	12
Game on Sports Complex	Fort Worth, TX	42.1	507,100	91,700	5.7%	6	12
Plano Sports Authority McKinney	McKinney, TX	46.0	398,100	86,800	4.9%	8	8
Round Rock Sports Center	Round Rock, TX	174.0	441,500	140,400	13.5%	6	12
Legends Event Center	Bryan, TX	174.0	457,300	166,200	24.3%	8	16
MI3 Center Houston	Houston, TX	225.0	140,700	49,300	14.6%	6	12
Mission Conception Sports Park	San Antonio, TX	272.0	179,500	70,100	14.7%	6	12
Average/Total	–	*74.7*	*403,219*	*109,113*	*11.3%*	110	169
Duncanville Fieldhouse	**Duncanville, TX**	**--**	**325,300**	**88,600**	**14.3%**	**6**	**10**

Source: Placer.ai & Various Sources

* Attendance data is filtered by all visit durations

Interview Outreach & Stakeholder Feedback

Hunden interviewed **local, regional, and national stakeholders and organizations** to help gain an understanding of activity at the Fieldhouse and in the surrounding area, identify opportunities in Duncanville, and determine best practices. A sample of stakeholders interviewed include representatives from the following:

City Representatives/ Organizations

- Duncanville Assistant Director of Fiscal Services
- Duncanville City Manager and Staff

Regional Sports Tourism Stakeholders

- Eastern Sports Management
- Sports Facilities Companies
- Great American Shootout
- Rockhill, SC Parks, Recreation, and Tourism
- Arlington Sports Commission

Other Relevant Stakeholders

- Big Time Hoops
- DasCHE
- Dallas Showtyme
- Game On Sports Complex
- Texas Gametime Basketball
- HoopsFest

Tournament Opportunity Summary

Facility Limitations

- As a six-court facility in its current condition, the Duncanville Fieldhouse is **unlikely to attract national top-tier events,** however, the Fieldhouse can expand its event base and continue to serve local and regional leagues and tournaments.
- Enhancing and marketing destination amenities, hotels, and food & beverage options can help land tournaments, sustain attendee interest, and generate more economic impact in Duncanville.

Marketability

- To further optimize the Duncanville Fieldhouse, success will depend on the City's ability to align and coordinate with nearby hotels and other facilities.
- The City should actively promote hotels and expand facility partnerships to complement the Duncanville Fieldhouse.

Existing Demand

- Current users of the facility commend the facility's management, with only minor concerns regarding security, restrooms, and parking.
- The Fieldhouse is heavily utilized, which requires advance booking for tournaments as demand has grown.

Case Study Overview

To answer the key questions, Hunden took two approaches to case study facilities, looking at similar facilities to the Fieldhouse in terms of breakdown of space, age, and overall performance, and examining how facility management structures work and the pros and cons of differing approaches.

Facility Type

Size, Court Number, Playing Surfaces, Performance

Management Structure

Third-Party vs. City's Pros and Cons

Round Rock Sports Center



Size: 82,800 square feet

Court Count: 6 basketball

Myrtle Beach Sports Center



Size: 100,00 square feet

Court Count: 8 basketball

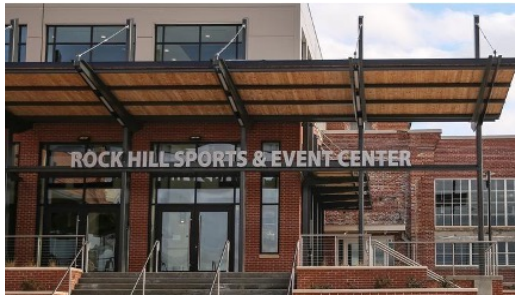
Virginia Beach Field House



Size: 175,000 square feet

Operator: Eastern Sports Management

Rock Hill Sports & Event Center

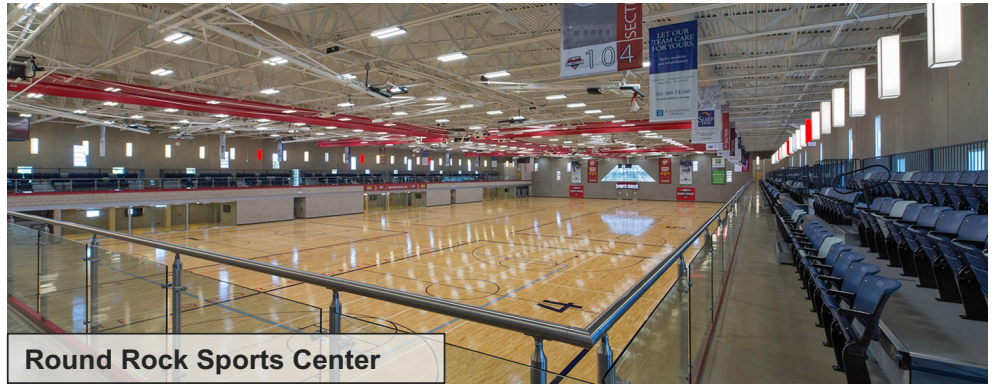


Size: 170,000 square feet

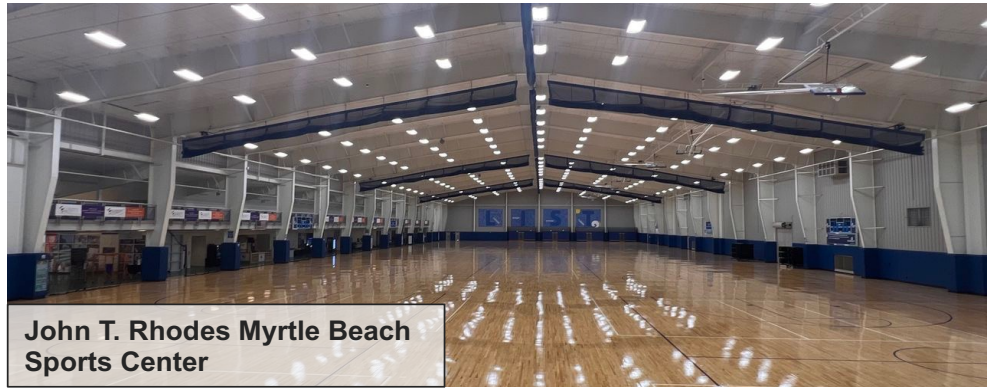
Operator: City of Rock Hill

Case Studies – Comparable Facilities Implications

- **Prioritize Impactful Tournaments:** Focus on basketball and volleyball as primary revenue drivers, filling weekends first and backfilling with other sports. Similar to a convention center's function, having priority structures for booking of events allows for the maximization of the events schedule.
- **Maximize Weekday Use:** Increase activity with paid open gym sessions, in-house leagues, and training programs.
- **Plan for Future Demand:** Facilities must be built for long-term needs. Round Rock's planned expansion to eight courts from six courts highlights the importance of staying ahead of demand.
- **Balance Community & Revenue:** A mix of public access and high-revenue events will ensure financial sustainability.



Round Rock Sports Center



John T. Rhodes Myrtle Beach Sports Center

Case Studies – Management Models Implications

City-Operated:

- **Municipal Oversight:** City-managed facilities often utilize a CVB, dedicated sales staff, or a sports corporation to secure large-scale tournaments. Staffing, funding, and operational benefits are achievable by leveraging semi-governmental organizations.
- **Event-Driven Revenue:** Priority structures that align with the City's goals for the facility.
- **Success Metrics:** Financial performance is measured by economic impact on the community, while also considering profitability.

Privately Managed:

- **Private Management:** Emphasis on profitability and long-term growth rather than community benefit.
- **Rental Maximization:** Maximizes high-margin events, filling the calendar with in-house programs first and backfilling with rentals as needed.
- **Tournament Networks:** Prioritize linking the facility with rotating tournament networks, which although beneficial to facility performance, can displace community teams and events.



Rock Hill Sports & Event Center



Virginia Beach Field House

Case Study Implications

- Indoor youth sports complexes **are not profit drivers for cities**. Commonly these facilities are viewed for the **economic impact and community benefit** they generate.
- The **benefits of private management depend on the operator agreement structure, the leadership team, and the objectives** set for management by the City.
- Third-party management does not result in immediate, or even long-term, improvements to facility performance.
- The lifespan of privately owned complexes is short. Facilities that close operation most frequently are those under a private ownership.
- Marketing and sales for the venue and City by and large is lacking.
- **Leagues, hosted camps, and training sessions produced and run by the Fieldhouse** can generate additional revenue for the facility, as these are **typically high-margin business segments**.

Conclusions & Recommendations

Conclusions

- **The Fieldhouse meets a critical local need**. There is strong appreciation for all the work of current management.
- Improvements to the **HVAC and the facility's debt maturity position** it for an improved financial position.
- **Facility management is highly regarded within the community** and has successfully **unlocked new revenue streams by monetizing underutilized assets**.
- **Economic impact and community benefit should be viewed as the return on investment for the City**. This will be quantified in Hunden's continued work and should be factored into the City's definition of a successful Fieldhouse.
- **Few, if any, available weekends exist throughout the year** where the facility is available or underutilized.
- Potential City organizational changes (i.e., **sports corporation/CVB**), that would staff, manage, and promote the Fieldhouse could provide benefits for staffing and other operational areas.



Path Forward – Pros & Cons

Current Operations

Pros

- The facility is affordable while fulfilling a vital need in the local community
- Management is well-regarded and has successfully generated revenue from underutilized assets

Cons

- The City bears the financial burden of maintenance & major capital expenditures
- The facility lacks a structured sales and marketing strategy

Third-Party Management Group

Pros

- A competitive bid process can be structured to require third-party investment in the facility
- Opportunity to attract larger tournaments, increasing revenue and profitability

Cons

- Local users may face displacement or higher costs due to event scheduling and pricing changes
- The City will likely remain responsible for ongoing facility maintenance costs

Privatize & Release City from Ownership

Pros

- Generates property tax revenue, contributing to the local economy
- Reduces the City's financial burden by transferring responsibility to a third party

Cons

- Risk of shifting priorities from community benefits to profits-driven operations
- Loss of public control, with potential for resale or facility closure

Proforma – Current Management

Duncanville Fieldhouse Proforma ($000s)	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Revenues										
(+) Facility Rental - Events/Tournaments	$ 533	$ 549	$ 560	$ 585	$ 602	$ 620	$ 639	$ 658	$ 678	$ 698
(+) Facility Rental - Daily Rental	$ 179	$ 185	$ 190	$ 196	$ 202	$ 208	$ 214	$ 220	$ 227	$ 234
(+) Concessions, Gross	$ 489	$ 503	$ 518	$ 536	$ 553	$ 569	$ 586	$ 604	$ 622	$ 641
(+) Lease revenue	$ 123	$ 127	$ 130	$ 134	$ 138	$ 143	$ 147	$ 151	$ 156	$ 160
(+) Advertising and Sponsorship	$ 115	$ 118	$ 122	$ 126	$ 129	$ 133	$ 137	$ 141	$ 146	$ 150
(+) Security	$ 54	$ 56	$ 57	$ 59	$ 61	$ 63	$ 64	$ 66	$ 68	$ 70
(+) Other	$ 132	$ 136	$ 139	$ 145	$ 149	$ 154	$ 158	$ 163	$ 168	$ 173
Total	**$ 1,625**	**$ 1,674**	**$ 1,717**	**$ 1,781**	**$ 1,834**	**$ 1,889**	**$ 1,946**	**$ 2,004**	**$ 2,064**	**$ 2,126**
Expenses										
(-) Salaries, Wages & Benefits	$ 602	$ 620	$ 639	$ 658	$ 678	$ 698	$ 719	$ 740	$ 763	$ 785
(-) General & Admin	$ 96	$ 98	$ 101	$ 104	$ 108	$ 111	$ 114	$ 118	$ 121	$ 125
(-) Utllities	$ 30	$ 31	$ 32	$ 33	$ 34	$ 35	$ 36	$ 37	$ 38	$ 39
(-) Concessions	$ 249	$ 257	$ 264	$ 274	$ 282	$ 290	$ 299	$ 308	$ 317	$ 327
(-) Repairs & Maintenance	$ 40	$ 41	$ 42	$ 43	$ 45	$ 46	$ 47	$ 49	$ 50	$ 52
(-) Insurance	$ 19	$ 19	$ 20	$ 20	$ 21	$ 22	$ 22	$ 23	$ 24	$ 24
(-) Advertising & Other	$ 14	$ 15	$ 15	$ 16	$ 16	$ 17	$ 17	$ 18	$ 18	$ 19
(-) Contract Services	$ 495	$ 510	$ 525	$ 541	$ 557	$ 574	$ 591	$ 609	$ 627	$ 646
Total	**$ 1,544**	**$ 1,590**	**$ 1,638**	**$ 1,689**	**$ 1,739**	**$ 1,792**	**$ 1,845**	**$ 1,901**	**$ 1,958**	**$ 2,016**
Net Operating Income	**$ 81**	**$ 83**	**$ 79**	**$ 92**	**$ 95**	**$ 98**	**$ 100**	**$ 103**	**$ 107**	**$ 110**

Source: Hunden Partners

Rental revenue is expected to generate the most revenue, followed by concessions/catering. Lease revenue is generated through the onsite spaces that current management has turned into revenue generating space. Revenues and expenses are adjusted accordingly for inflation over the next 10 years.

Hunden projects the Fieldhouse to generate approximately $80,000 to $100,000 per year in operating profit. The facility will have no longer have any debt obligations, which will lessen the overall financial strain from the city. Major capital expenditures would still need to be made by the City. With an improved financial position and repairs made to the building, a reserve fund should be considered.

Proforma – Private Management

Duncanville Fieldhouse Proforma ($000s)	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Net Revenues										
(+) Facility Rental - Events/Tournaments	$ 616	$ 657	$ 654	$ 673	$ 693	$ 714	$ 735	$ 757	$ 780	$ 803
(+) Facility Rental - Daily Rental	$ 222	$ 229	$ 236	$ 243	$ 250	$ 257	$ 265	$ 273	$ 281	$ 290
(+) Concessions, Gross	$ 572	$ 599	$ 624	$ 643	$ 662	$ 682	$ 702	$ 723	$ 745	$ 767
(+) Lease revenue	$ 135	$ 139	$ 143	$ 148	$ 152	$ 157	$ 161	$ 166	$ 171	$ 176
(+) Advertising and Sponsorship	$ 135	$ 139	$ 143	$ 148	$ 152	$ 157	$ 161	$ 166	$ 171	$ 176
(+) Security	$ 65	$ 67	$ 69	$ 71	$ 73	$ 75	$ 78	$ 80	$ 82	$ 85
(+) Other	$ 183	$ 193	$ 197	$ 203	$ 209	$ 215	$ 221	$ 228	$ 235	$ 242
Total	**$ 1,929**	**$ 2,024**	**$ 2,066**	**$ 2,127**	**$ 2,191**	**$ 2,256**	**$ 2,324**	**$ 2,394**	**$ 2,466**	**$ 2,540**
Expenses										
(-) Salaries, Wages & Benefits	$ 455	$ 469	$ 483	$ 497	$ 512	$ 527	$ 543	$ 560	$ 576	$ 594
(-) General & Admin	$ 102	$ 105	$ 108	$ 111	$ 115	$ 118	$ 122	$ 125	$ 129	$ 133
(-) Utllities	$ 30	$ 31	$ 32	$ 33	$ 34	$ 35	$ 36	$ 37	$ 38	$ 39
(-) Concessions	$ 292	$ 306	$ 318	$ 328	$ 338	$ 348	$ 358	$ 369	$ 380	$ 391
(-) Repairs & Maintenance	$ 85	$ 88	$ 90	$ 93	$ 96	$ 99	$ 101	$ 105	$ 108	$ 111
(-) Insurance	$ 22	$ 23	$ 23	$ 24	$ 25	$ 26	$ 26	$ 27	$ 28	$ 29
(-) Advertising & Other	$ 78	$ 80	$ 83	$ 85	$ 88	$ 90	$ 93	$ 96	$ 99	$ 102
(-) Contract Services	$ 495	$ 510	$ 525	$ 541	$ 557	$ 574	$ 591	$ 609	$ 627	$ 646
(-) Management Fee	**$ 174**	**$ 182**	**$ 186**	**$ 191**	**$ 197**	**$ 203**	**$ 209**	**$ 215**	**$ 222**	**$ 229**
(-) Reserves	**$ 77**	**$ 81**	**$ 83**	**$ 85**	**$ 88**	**$ 90**	**$ 93**	**$ 96**	**$ 99**	**$ 102**
Total	**$ 1,810**	**$ 1,874**	**$ 1,931**	**$ 1,989**	**$ 2,048**	**$ 2,110**	**$ 2,173**	**$ 2,238**	**$ 2,305**	**$ 2,375**
Net Operating Income	**$ 119**	**$ 150**	**$ 135**	**$ 138**	**$ 142**	**$ 147**	**$ 151**	**$ 155**	**$ 160**	**$ 165**

Source: Hunden Partners

With private management, Hunden expects that overall revenue that comes into the building to be higher compared to current operations. From an expense perspective, staffing costs would be lower for a private entity, however, increases would be expected from advertising, repairs and maintenance and from the introduction of management fees and a likely reserve account. Hunden projects the result to be a slight elevation in net operating profit compared to the current operations.

Impact Summary & Comparison

- Private management is expected to be able to drive more impact to the City of Duncanville. **However, this is contingent on the agreement put in place and alignment of incentives for the operator selected.**
- A portion of the non-quantifiable community benefits of the local users that call the Fieldhouse home may be at risk.
- **Increased impact under a private management structure is not guaranteed;** it depends heavily on the quality of the selected team, their reputation, and the strength of the managerial staff assigned to the Fieldhouse.

30-Year Summary of Impacts
Duncanville Fieldhouse Current vs. Private Management

	Current	Private Mgmt.
Gross Spending	**(millions)**	**(millions)**
Direct	$263	$354
Indirect	$97	$133
Induced	$78	$106
Total	**$439**	**$593**
Gross Earnings	**(millions)**	**(millions)**
From Direct	$17	$23
From Indirect	$6	$8
From Induced	$5	$7
Total	**$28**	**$38**
Gross FTEs	**(Peak)**	**(Peak)**
From Direct	11	15
From Indirect	2	3
From Induced	2	3
Total	**16**	**21**
Gross Tax Impact	**(millions)**	**(millions)**
City Sales Tax (2%)	$5.3	$7.1
City Hotel Tax (7%)	$2.2	$4.2
Total	**$7.5**	**$11.2**

Source: Hunden Partners

hunden partners

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Hunden Strategic Partners is a full-service real estate development advisory practice specializing in destination assets.

With professionals in Chicago, San Diego, Indianapolis and Minneapolis, Hunden provides a variety of services for all stages of destination development in:

- Real Estate Market & Financial Feasibility
- Economic, Fiscal & Employment Impact Analysis (Cost/Benefit)
- Organizational Development
- Public Incentive Analysis
- Economic and Tourism Policy/Legislation Consulting
- Research & Statistical Analysis
- Developer Solicitation & Selection

The firm and its principal have performed more than 1,000 studies over the past 20 years, with more than $20 billion in built, successful projects.

02

Economic, Demographic & Tourism Analysis



Economic, Demographic & Tourism Summary

Local market area characteristics, such as population, demographics, a diversified economy, access, and attractions, influence the potential demand for tourism developments and the attractiveness of an area to visitors or groups. For sports tourism specifically, it is crucial to examine the market's accessibility through air travel and drive time. The easier these modes of transport are for families, the better the opportunity Duncanville will have to attract larger tournaments.



Accessibility

The Duncanville fieldhouse sits directly adjacent to US-67, which connects to Interstate 20. This location provides strong connectivity to Dallas, Fort Worth, and other regional areas with large population tracts. Additionally, the Fieldhouse is easily accessible from both the Dallas Fort Worth International Airport and Dallas Love Field Domestic Airport.

Robust Drive-In Market

The area within a three-hour drive from Duncanville encompasses almost 15 million people. This reach includes major cities like Austin and the greater Dallas-Fort Worth area. This expansive reach offers a valuable opportunity for the Duncanville Fieldhouse to attract larger regional tournaments.

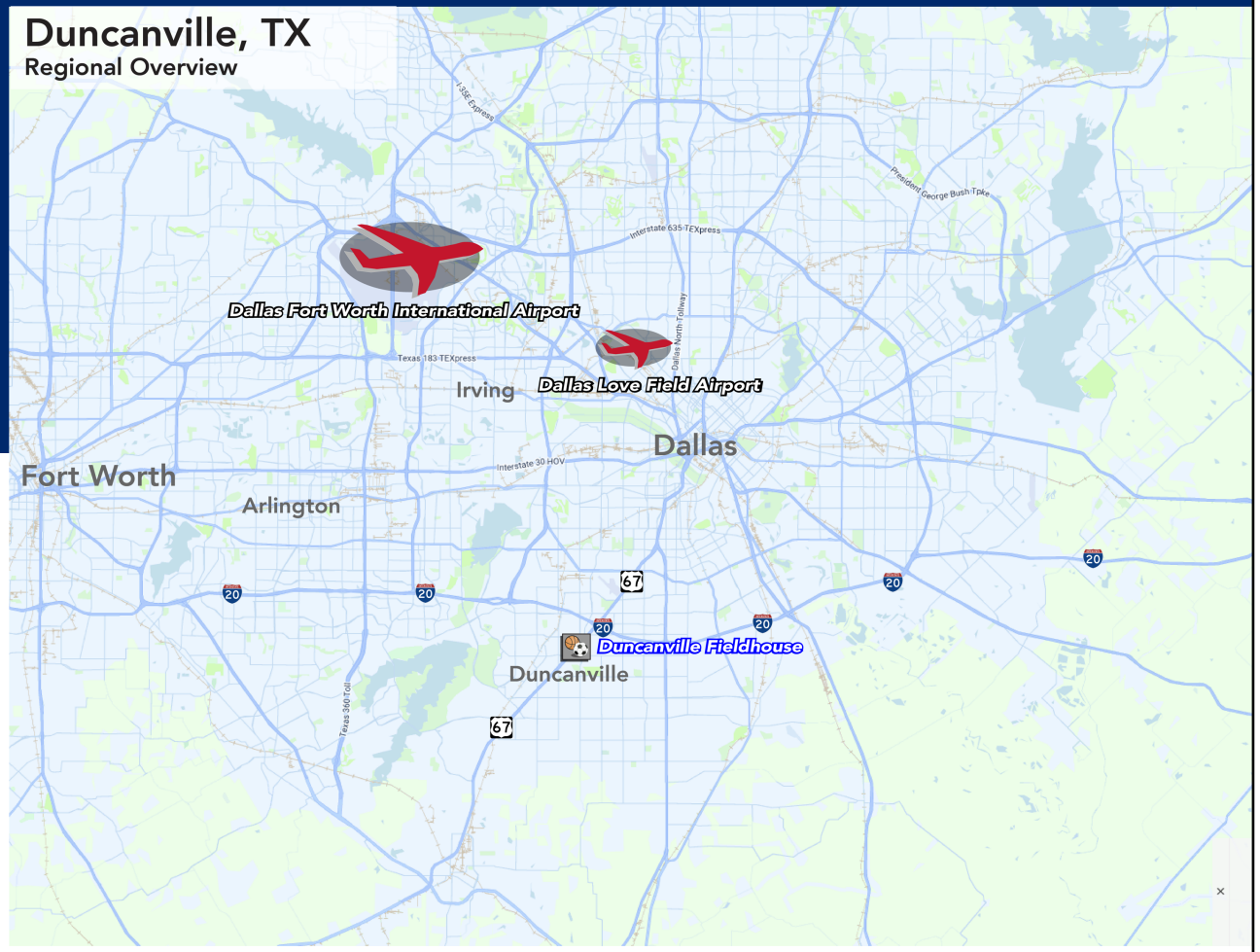
Local Demographics

Although the immediate area demographics suggest a lower propensity to spend on youth sports, there is an opportunity to attract regional visitors from higher income areas in the growing MSA. The facility has effectively kept costs affordable for local use and now has an opportunity to better balance affordability with enhanced revenue generation.

Regional Overview

Duncanville is approximately 15 miles southwest of Dallas and is a part of the Dallas-Fort Worth (DFW) Metroplex. Duncanville resides in Dallas County, the second most populous county in Texas and 8th in the United States. The proximity to Dallas and surrounding communities makes it a strong destination for regional sports tourism.

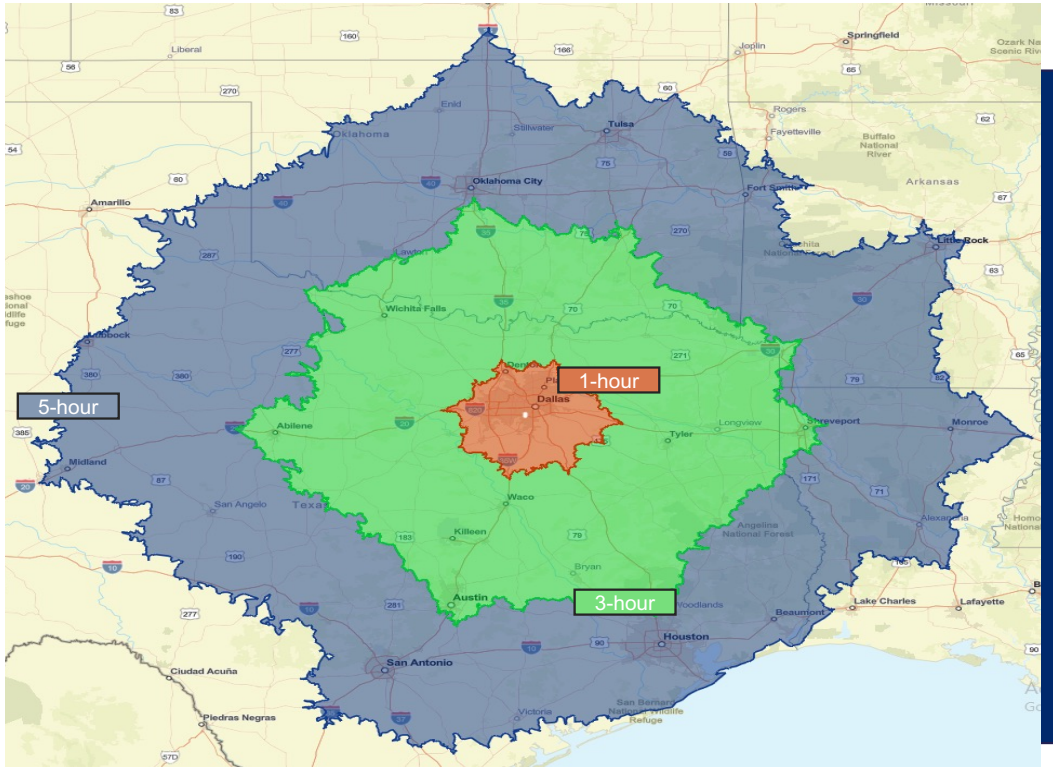
- Major highways that serve Duncanville include Highway 67 and Interstate 20, which provide easy access to many major highways throughout the state of Texas.
- Dallas-Fort Worth International Airport (DFW), 27 miles away, and Dallas Love Field (DAL), 20 miles away, are both located north and northeast of Duncanville.



Regional Drive Times

Within a three hour-drive of Duncanville, there are more than 14.9 million people, which captures large metropolitan areas such as Austin, Dallas, and Fort Worth. The capturable population increases to more than 32 million people within a five-hour drive time as cities like Houston, San Antonio, and Oklahoma City are also included.

A significant population within reasonable driving distance can position the facility to effectively capture regional tournament demand.



Estimated Drive-Time Statistics from Duncanville (2024)

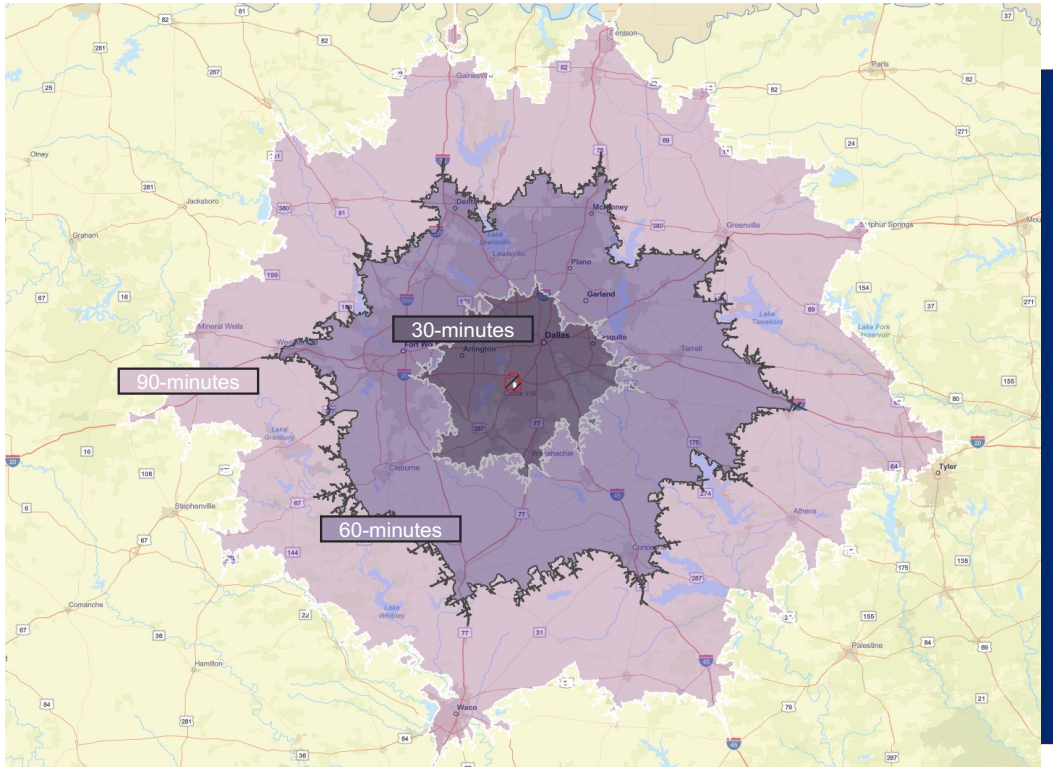
	1-Hour	3-Hour	5-Hour
Population	7,824,996	14,991,924	32,810,541
Households	2,846,550	5,602,531	12,224,179
Median Household Income	$88,071	$80,444	$76,049
Median Home Value	$369,649	$335,313	$293,786
Median Age	36.0	36.5	36.9

Source: ESRI

Local Drive Times

With a population of nearly 3 million people within 30-minutes of the Duncanville Fieldhouse, there is a strong opportunity to capture local visitors. This metric increases to more than 9 million people as the radius expands to a 90-minute drive time.

Duncanville has the potential to attract larger regional tournaments while also benefiting from a strong local population base, creating opportunities for the Fieldhouse to drive demand for leagues.



Estimated Drive-Time Statistics from Duncanville Fieldhouse (2024)

	30-Minute	60-Minute	90-Minute
Population	2,738,430	7,789,915	9,010,061
Households	1,012,878	2,833,328	3,288,655
Median Household Income	$73,556	$88,038	$85,776
Median Home Value	$316,942	$369,577	$359,033
Median Age	34.7	35.9	36.4

Source: ESRI

Key Demographic Statistics

Duncanville's population increased marginally from 2010 to 2024 and is projected to decline through 2029. Over the same period, the Dallas-Ft Worth MSA population increased by nearly 30 percent.

Median household income and median value of owner-occupied housing units are lower in Duncanville than in the rest of the county, state, and country. Lower incomes and home values may indicate that families in the area may have less discretionary income to spend on youth sports. However, this highlights the opportunity to attract regional visitors from higher income areas.

Population and Growth Rates

	Population				Percent Change
	2010	2020	2024	2029 Projected	2010 - 2024
United States	308,745,538	331,449,281	338,440,954	344,873,411	9.6%
Texas	25,145,558	29,145,505	30,857,478	32,581,174	22.7%
Dallas - Ft Worth MSA	6,366,547	7,637,387	8,195,415	8,811,074	28.7%
Dallas County, TX	2,370,373	2,613,539	2,653,596	2,704,483	11.9%
Duncanville	38,530	40,706	39,412	38,179	2.3%

Source: U.S. Census Bureau

Income, Spending and Other Demographic Data

Category	United States	Texas	Dallas County	Duncanville
Homeownership rate, 2019-22	65.0%	62.6%	50.8%	65.3%
Median value of owner-occupied housing units, 2019-23	$303,400	$260,400	$277,900	$239,200
Persons per household, 2019-23	2.54	2.70	2.65	2.96
Median household income, 2019-23	$78,538	$76,292	$74,149	$71,381
Persons below poverty level, percent	11.1%	13.7%	13.8%	9.9%

Source: U.S. Census Bureau

Employment

The adjacent table displays the largest employers in Dallas by the number of employees in 2024. UT Southwestern Medical Center employed 28,817 employees. Four of the top ten employers were in the healthcare sector, which demonstrates the city's significant presence in the medical field.

As of 2023, the Dallas-Fort Worth MSA was home to 23 Fortune 500 company headquarters and 49 Fortune 1000 headquarters. The city continues to attract new corporations that now consider it their home, which can be attributed to the robust workforce and favorable business environment.

Although not included in the top-ten list of employers by employee count, AT&T is notably headquartered in downtown Dallas with nearly 6,000 employees.

Dallas County Area Major Employers

Company Name	Industry	Number of Employees
UT Southwestern Medical Center	Healthcare	28,817
Dallas Independent School District	Education	23,271
City of Dallas	Government	16,000
Southwest Airlines Co	Commercial Airline	14,618
Parkland Health & Hospital System	Healthcare	13,000
Medical City Dallas	Healthcare	10974
Dallas County Community College	Education	8230
Texas Instruments Inc	Semiconductors	7,722
Dallas County	Government	6,500
Methodist Dallas Medical Center	Healthcare	6,452

Source: City of Dallas Economic Development

Education

In Duncanville, nearly 32 percent of residents have obtained a degree from a higher educational institution. This is 13 percent lower than the national average of 44.9 percent, and approximately 11 percent lower than the rest of Dallas County.

The adjacent table highlights the 10 closest colleges and Universities in relation to the Duncanville Fieldhouse. Dallas Baptist University is the nearest institution to the Fieldhouse, just 7.3 miles away. The largest of these are Dallas College, University of Texas at Arlington, and Southern Methodist University.

Educational Attainment - 2023

Population Age 25+	United States	Texas	Dallas County	Duncanville
Did Not Complete High School	10.3%	13.7%	17.5%	18.3%
Completed High School	25.9%	24.2%	22.3%	28.6%
Some College	18.9%	19.8%	17.2%	21.2%
Completed Associate Degree	8.8%	8.1%	6.6%	8.2%
Completed Bachelor Degree	21.8%	21.6%	22.0%	15.0%
Completed Graduate Degree	14.3%	12.6%	14.4%	8.7%

Source: U.S. Census Bureau

Regional Colleges & Universities

Institution	Location	Distance from Site	Highest Degree Offered	Enrollment
Dallas Baptist University	Dallas	7.3 miles	Doctorate	4,201
Paul Quinn College	Dallas	9.6 miles	Masters	602
University of North Texas at Dallas	Dallas	9.6 miles	Doctorate	3,797
Dallas College	Dallas	11.8 miles	Bachelors	66,592
Dallas Theological Seminary	Dallas	13.5 miles	Doctorate	2,612
Criswell College	Dallas	13.8 miles	Masters	156
University of Dallas	Irving	15.0 miles	Doctorate	2,182
The University of Texas at Arlington	Arlington	15.2 miles	Doctorate	43,992
Arlington Baptist University	Arlington	15.6 miles	Masters	276
Southern Methodist University	Dallas	16.1 miles	Doctorate	11,842
Total				**136,252**

Source: National Center for Education Statistics

Regional Air Access

Duncanville is best served by the airports of Dallas/Fort Worth International Airport (DFW) and Dallas Love Field (DAL). DFW and DAL are 26.8 miles and 19.5 miles from the project site, respectively. For larger tournaments requiring air-travel, the Duncanville Fieldhouse is well positioned in the Metroplex for easy access.

Among all US Airports, DFW was the second busiest airport in terms of total enplaned passengers in 2024, in which it served 38.8 million passengers. The airport serves 27 different passenger airlines offering 193 domestic and 67 international nonstop destinations. DAL served nearly 16 million total passengers in 2024.

Regional Airport Passenger Traffic

	Dallas Fort Worth International (DFW)			Dallas Love Field (DAL)		
Year	Enplanements	Deplanements	Total Passengers	Enplanements	Deplanements	Total Passengers
2019	35,770,570	35,837,438	71,608,008	8,068,752	8,085,072	16,153,824
2020	18,595,640	18,677,181	37,272,821	3,772,590	3,793,475	7,566,065
2021	30,000,592	30,100,734	60,101,326	6,459,483	6,481,574	12,941,057
2022	35,329,966	35,379,791	70,709,757	7,756,791	7,766,769	15,523,560
2023	39,226,359	39,350,114	78,576,473	8,454,181	8,483,456	16,937,637
2024	38,755,134	38,919,013	77,674,147	7,826,117	7,858,837	15,684,954
Average	**32,946,377**	**33,044,045**	**65,990,422**	**7,056,319**	**7,078,197**	**14,134,516**

Source: Bureau of Transportation Statistics

Local Tourism Overview

The table below represents the most visited attractions within the Duncanville area, sorted by the total number of visits in 2024. Duncanville's most visited attractions include different asset types like shopping centers, public parks, and recreational facilities. The Duncanville Fieldhouse is the third-most visited attraction on the list, which highlights the facility's ability to draw in visitors and create economic impact. With shopping centers as the two most visited assets, there is an opportunity to expand the current offerings to better serve the visitors and enhance the community.

Duncanville Area Most Visited Attractions - 2024

Rank	Name	2024 Visits	2024 Visitors	Visit Frequency	Type of Attraction
1	Shops at Waterview Park	918,300	191,100	4.81	Shopping Center
2	The Shops at RedBird	899,300	332,900	2.70	Shopping Center
3	Duncanville Fieldhouse	325,300	88,600	3.67	Sports Complex
4	Harrington Park	264,400	61,900	4.27	Park
5	Lakeside Park	231,500	73,200	3.16	Park
6	Armstrong Park	228,300	78,700	2.90	Park
7	Duncanville Public Library	147,300	67,900	2.17	Library
8	Red Bird Lanes	90,700	32,500	2.79	Bowling Alley
9	Redbird Skateland	77,500	48,600	1.59	Skating Rink

Source: Placer.ai

Visitation numbers are estimates based off of geo-fencing data

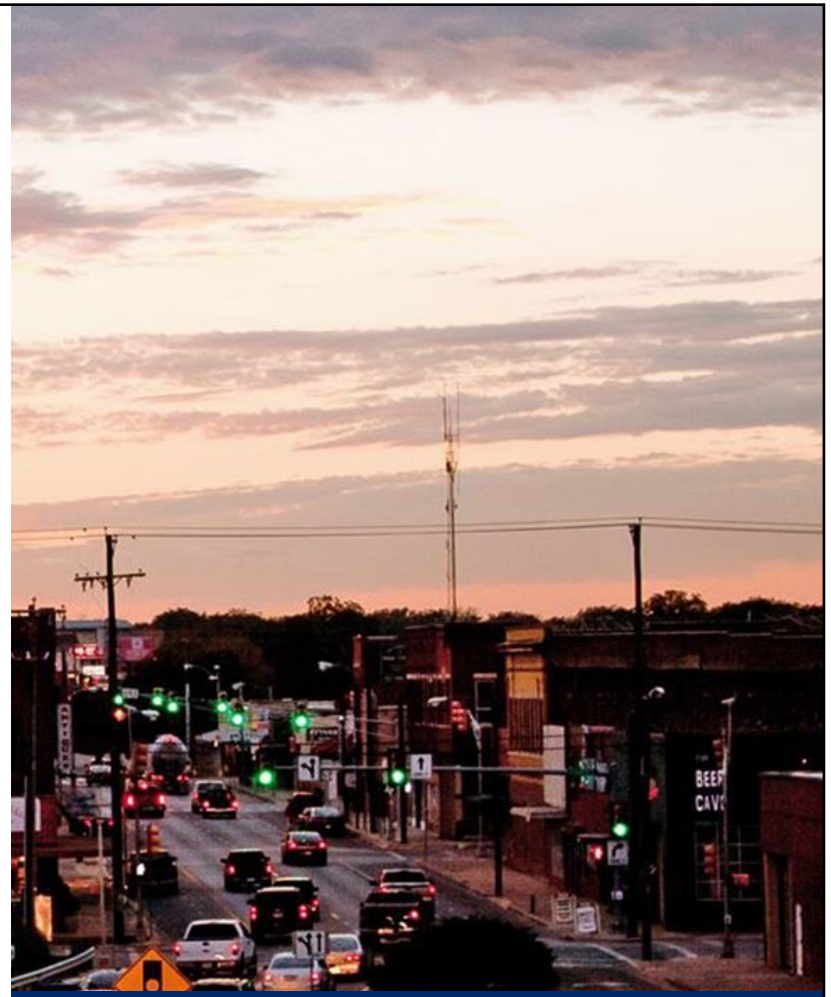






Implications

- The proximity to major highways and airports positions the Duncanville Fieldhouse to attract regional tournaments.
- The local and regional population bases provide the fieldhouse with significant opportunities to capitalize on the capturable markets.
- Families in the area may have less discretionary income to spend on youth sports which highlights the opportunity to attract regional visitors from higher income areas but also demonstrates the facility's ability to serve as a community asset.



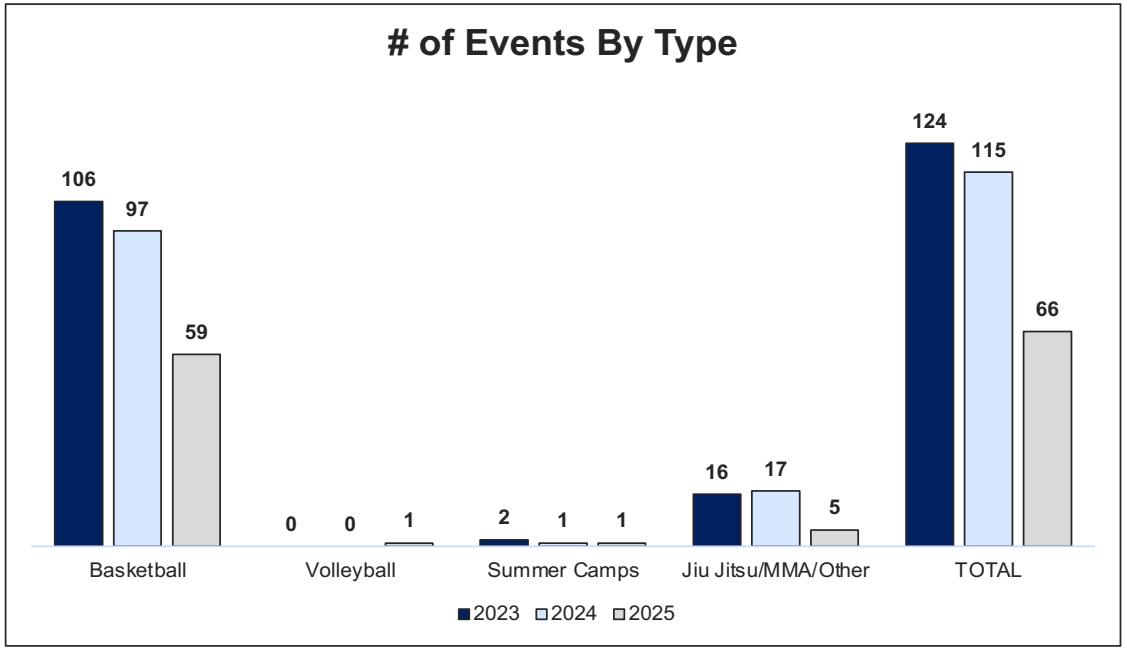
03

Historical Performance Analysis



Event Overview and Attendance Trends

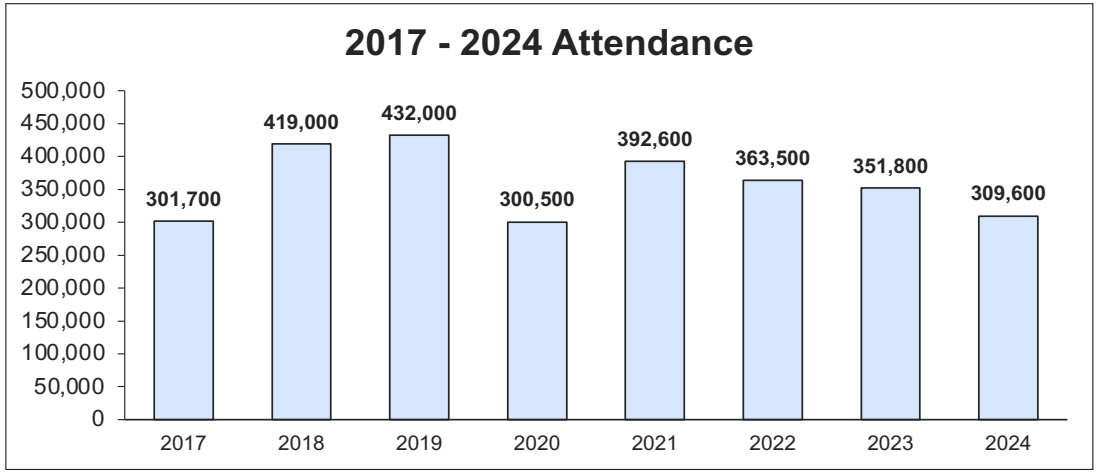
- **Strong Weekend Demand:** The facility operated at near full capacity, hosting events for **48 out of 52 weekends in 2023** and **47 weekends in 2024.**
- **Basketball Dominance & Growth Potential:** Basketball remains the **primary driver of events,** with **opportunities to expand summer camps, volleyball, and other programming.**
- **Regional Draw & Economic Impact:** Many tournaments attract players traveling over two hours, leading to increased hotel stays and local economic benefits.
- **Weekday Growth Opportunity:** MMA and Jiu-Jitsu events present an opportunity to fill **early-to-mid-week** openings on the calendar.



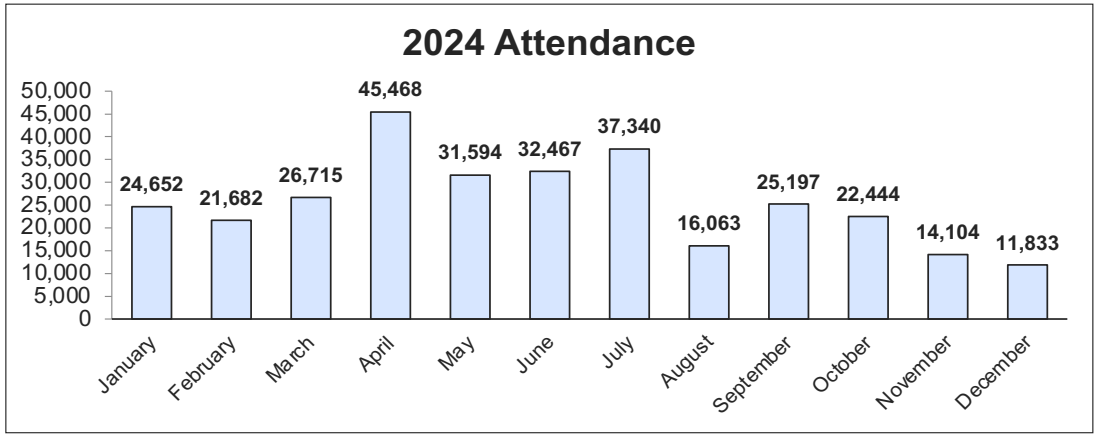
[1] 2023 data is current as of 11/10/23, 2024 data as of 10/6/24, and 2025 data as of 1/28/25
[2] Only confirmed events as of the respective dates are included in the dataset

Event Overview and Attendance Trends

- **Decline in Attendance:** Various factors contribute to the slow decline in performance including quality of playing surfaces, safety concerns, among others.
- **Seasonal Attendance Patters:** Visitation **peaks in summer (April-July)** as students are out of school and **AAU basketball is in full swing**, while **late fall through winter sees a decline** as youth return to school and event demand softens.
- **The core peak months (spring and summer) remain strong**, indicating that the facility still attracts demand during key times of the year.
- Enhanced **marketing strategies** and **stronger security measures** will be essential in **rebuilding parent confidence** and **boosting summer camp attendance.**



Source: Placer.ai



Source: Placer.ai

Revenue & Expense Analysis

Duncanville Fieldhouse Financial Analysis: City-Provided & Audited Financials (2023 – 2024)

These financials cover the fiscal years 2023 and 2024 (October 1 – September 30).

- The expense increases from 2023 to 2024 can be largely attributed to an increase in part-time salaries for FY 2024 and added retirement expenses in 2024.
- The debt service on the Fieldhouse is paid off as of February 2025, eliminating the $500K+ annual liability previously covered by the EDC.

	2023	2024	Change
Operating Revenues:			
Charges for Services	$1,333,573	$1,341,851	$8,278
Miscellaneous	$115,870	$110,902	$(4,968)
Total Revenues:	*$1,449,443*	*$1,452,753*	*$3,310*
Operating Expenses:			
Fieldhouse Expenses	$(1,338,359)	$(1,467,524)	$(129,165)
Depreciation	$(295,522)	$(294,725)	$797
Retirement	$3,285	$(98,327)	$(101,610)
Total Expenses:	*$(1,630,595)*	*$(1,860,576)*	*$(229,981)*
Net Operating Income:	**$(181,152)**	**$(407,823)**	**$(226,671)**
Transfer from EDC Fund	$533,775	$538,625	$4,850
Other	$(86,074)	$19,028	$105,102
Income (Loss) before transfers	**$266,548**	**$149,829**	**$(116,719)**

Revenue & Expense Analysis (Cont'd)

Duncanville Fieldhouse Financial Analysis: City-Provided & Audited Financials (2023 – 2024)

- **Depreciation is a non-cash, non-operating expense** and should not be included above the line, as it **distorts the facility's true operational performance.**
- **Retirement expenses consist of three components:** OPS TMRS, Pension Expense, and OPEB Expense. Pension and OPEB expenses are highly variable and influenced by multiple factors, making them difficult to forecast accurately [3].

Operating Expenses:	2023	2024
Fieldhouse Expenses	$(1,338,359)	$(1,467,524)
Depreciation	**$(295,522)**	**$(294,725)**
Retirement	**$3,285**	**$(98,327)**

	2023 [1]	2024 [2]
Net Operating Income:	$(181,152)	$(407,823)
Adjusted Net Operating Income:	**$92,169**	**$(44,938)**

[1] 2023 New Net Operating Income adds back $273,321 worth of depreciation and retirement expenses
[2] 2024 New Net Operating Income adds back $362,775 worth of depreciation and retirement expenses
[3] Per guidance from the City's Assistant Director of Fiscal Services, Pension Expense and OPEB Expense should be disregarded going forward.

Hunden's Analysis of Duncanville Fieldhouse Income and Expenses

Hunden conducted a detailed review of the facility's financials and identified key opportunities and strengths:

Expanding In-House League Programming: Facilities with well-executed in-house league programs generate up to $800K annually, compared to Duncanville Fieldhouse's current $40K. Expanding league offerings presents a major revenue opportunity, particularly for mid-week visitation.

Effective Monetization of Underutilized Spaces: The facility has successfully generated over $100K annually from leasing underutilized spaces such as meeting and equipment rooms, contributing to top-line revenue. While many comparable facilities rent event and miscellaneous spaces hourly ($100 per hour or $600 per day), these revenue streams tend to be inconsistent. Instead, Duncanville's strategy of securing year-long leases has provided a more stable and reliable source of income.

Strong Food & Beverage Performance with Room for Margin Improvement: Over the past two years, food and beverage operations have been profitable, averaging $215K in annual profit. However, the facility's revenue-to-expense margin has been 49%, notably higher than the industry standard of 30-35%. Partnering with local, low-cost vendors and expanding healthy and diverse food options could help lower costs, improve margins, and drive greater profitability.

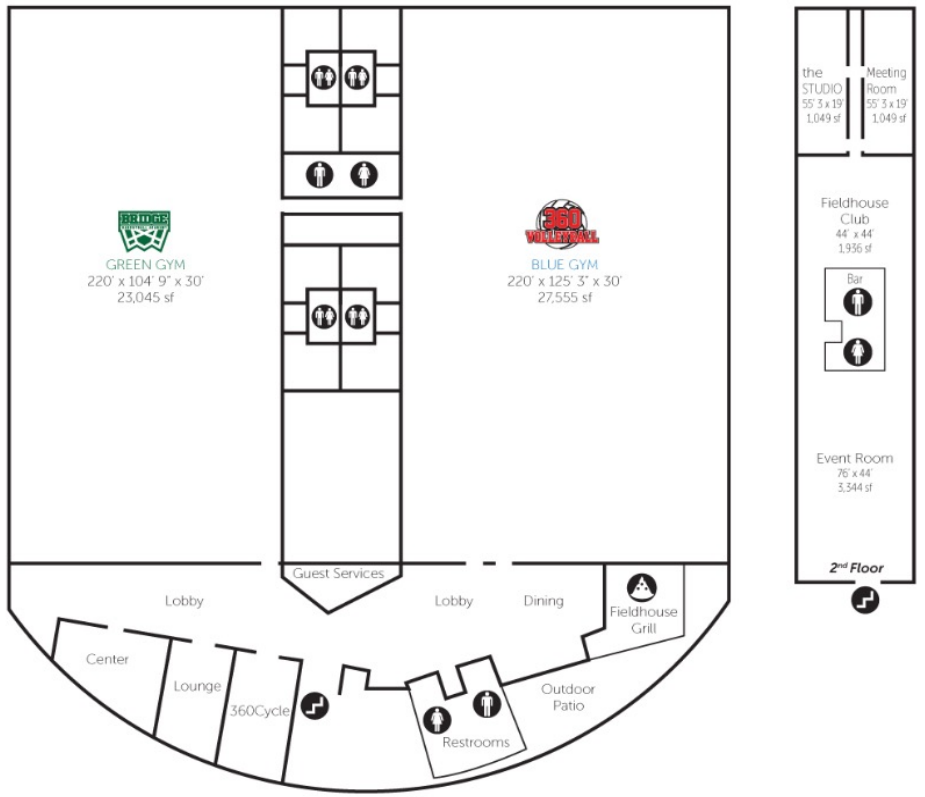
Competitive Court Rental Pricing: The facility currently operates at a strong market rate, with limited opportunity for price increases due to the highly competitive landscape.

Sponsorship and Naming Rights Strategy: While competitors tend to pursue large-scale, long-term sponsorship deals, Duncanville's approach of offering smaller branding opportunities has proven effective. The facility generates approximately $90K annually while also providing valuable marketing exposure for small local organizations, strengthening community ties.

By addressing these opportunities, particularly expanding in-house leagues, optimizing food and beverage margins, and continuing to monetize underutilized spaces, Duncanville Fieldhouse can further enhance revenue generation and long-term financial sustainability.

Operational Constraints

- **Facility Limitations:** The Duncanville Fieldhouse operates with only six courts, restricting its ability to host large-scale tournaments requiring eight or more courts.
- **Operational Staffing Challenges:** The facility is currently staffed by only two full-time employees, creating operational constraints that limit its capacity to manage and execute larger events efficiently. The lack of additional full-time personnel hinders growth and the ability to expand programming.
- **Competitive Market Pressures:** The regional sports facility market is highly competitive, with multiple venues vying for the same tournaments and events. Larger facilities with 8+ courts have a competitive edge in attracting major tournaments, forcing Duncanville Fieldhouse to share events with other venues instead of securing them exclusively.
- **Missed Revenue Opportunities:** Due to facility limitations, Duncanville Fieldhouse is unable to fully capitalize on the economic impact of large tournaments. The need to partner with other venues for major events leads to lost revenue potential, as teams and attendees disperse their spending across multiple locations rather than centralizing it at Duncanville. Additionally, there is significant opportunity to expand into volleyball, among other sports, and to develop in-house leagues that could drive mid-week visitation, further boosting revenue.



Facility Performance Implications

While the Duncanville Fieldhouse is a valuable community asset with strong weekend demand and regional economic impact, it faces operational constraints and market competition that limit its revenue potential. Without significant facility expansion and increased staffing, it is unlikely that any operator will transform the venue into a highly profitable facility. Strategic marketing, security improvements, and targeted event expansion will be necessary to drive future success.

Break-Even Facility: Given current constraints, the Duncanville fieldhouse facility operates as a near break-even facility. Regardless of the operator, the size and structure of the facility make it unlikely to generate substantial profit.

Strong Weekend Demand, But Capacity Limits Growth:

- The facility is near full capacity on weekends, hosting events for 48 out of 52 weekends in 2023 and 47 weekends in 2024.
- However, with only six courts, it is unlikely that the facility can sufficiently accommodate large-scale tournaments (125+ teams), forcing organizers to book additional venues, limiting revenue potential.

Competitive Market Challenges:

- Significant regional sports facility development has increased competition for tournaments.
- Larger venues with 8+ courts are better positioned to attract and retain premier events.

Economic Impact: The facility draws regional tournaments, bringing in visitors who contribute to the local economy through hotel stays and spending.

Future Sustainability Considerations:

- As of February 2025, the facility's debt is fully paid off, removing a significant financial burden.
- There are no immediate plans for additional EDC funding to the Fieldhouse.

04

Local & Regional Sports Facilities Analysis



Local Facility Analysis

Local Indoor Sports Facility Supply

Hunden analyzed relevant local indoor sports facilities in Duncanville, DeSoto, and Cedar Hill to understand the immediate surrounding supply and visitation of indoor sports complexes.

The adjacent table outlines nine indoor facilities and their visitation data from 2024. These facilities generated nearly 90,000 visits on average.

Most local indoor facilities have limited offerings compared to the Duncanville Fieldhouse and attract predominantly local visitors. There is an opportunity to partner with these facilities and host larger tournaments that attract a long-distance client base.

City of Duncanville - Indoor Sports Facility Supply

Facility Name	Distance from Project Site	2024 Visits	2024 Visitors	% of Visits Over 25 Miles	% of Visits Over 100 Miles	Basketball	Volleyball	Indoor Turf
Duncanville Recreation Center	1.6	29,900	5,300	3.7%	–	1	2	-
Soccer Plaza	1.8	–	–	–	–	-	-	2
Duncanville High School	3.6	–	–	–	–	3	6	-
Cedar Hill High School	4.2	–	–	–	–	2	4	-
Jesse Owens Memorial Athletic Complex	4.9	143,000	124,500	8.9%	3.6%	1	2	-
Cedar Hill Recreation Center	5.0	165,500	35,800	5.1%	1.8%	1	2	-
DeSoto High School	5.0	–	–	–	–	1	2	-
DeSoto Recreation Center	5.1	51,400	14,900	10.1%	3.1%	1	2	-
Trinity Basin Preparatory Athletic Complex	6.1	40,800	18,700	22.5%	10.3%	3	6	-
***Average*/Total**	***4.14***	***86,120***	***39,840***	***10.1%***	***4.7%***	**13**	**26**	**2**
Duncanville Fieldhouse	**–**	**325,300**	**88,600**	**34%**	**14%**	**6**	**10**	**-**

"–" denotes insufficient or sensitive data

Source: Placer.ai & Various Sources

* Attendance data is filtered by all visit durations

Local Sports Facility Supply

Duncanville Recreation Center



29,900 2024 Visits / NA 100+ Miles

The Duncanville Recreation Center was built in 2000 and is attached to the public library. It features a double gym, game room, many fitness amenities including a full workout room, table games, and meeting space.

Cedar Hill Recreation Center



165,500 2024 Visits / 1.8% 100+ Miles

The Cedar Hill Recreation Center is approximately five miles southwest of the Duncanville Fieldhouse, in Cedar Hill. The facility includes two basketball courts as well as 5,400 square feet of meeting space.

DeSoto Recreation Center



51,400 2024 Visits / 3.1% 100+ Miles

Located roughly five miles southeast of the Duncanville Fieldhouse, the DeSoto Recreation offers comparable amenities as the other recreation centers in the area. DeSoto has broken ground on a 74,000 square foot Aquatic and Recreation Center which will feature multiple pools, a gym and fitness center.

Duncanville High School

Sports Features:

- 10,000-seat football stadium with adjacent grass practice fields
- Natatorium
- 2 baseball & softball fields
- 12 tennis courts
- 2,000 seat arena
- Two full size competition gyms

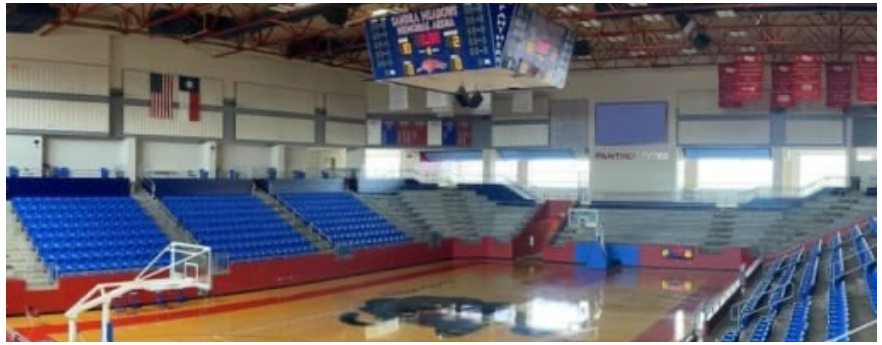
Notes:

The school has experienced notable success with athletics, especially among boys and girls' basketball, with each program numerous state championships. Furthermore, the Duncanville Panthers have achieved success at the state level in football, track and field, soccer, and other sports.

Duncanville, known as the ”City of Champions” , reflects the unique identity shaped by the high school’s athletic success.







Regional Facility Analysis

Relevant Indoor Sports Facility Supply

Hunden analyzed relevant indoor sports facilities in the Dallas-Fort Worth MSA, and surrounding areas to understand the supply, programming, and visitation of competitive indoor sports complexes.

The table outlines 15 relevant indoor facilities and their visitation data from 2024. On average, the set of regional indoor facilities generated nearly 400,000 visits for the year. Among these visits, 11.3 percent came from more than 100 miles, slightly less than the share of of long-distance visitors that the fieldhouse attracted.

Fieldhouse USA facilities attracted more visits than the rest of the set, however, these facilities experienced lower long-distance visitation and had more reoccurring visits, which indicates they cater to more local groups.

Relevant Indoor Sports Facility Supply

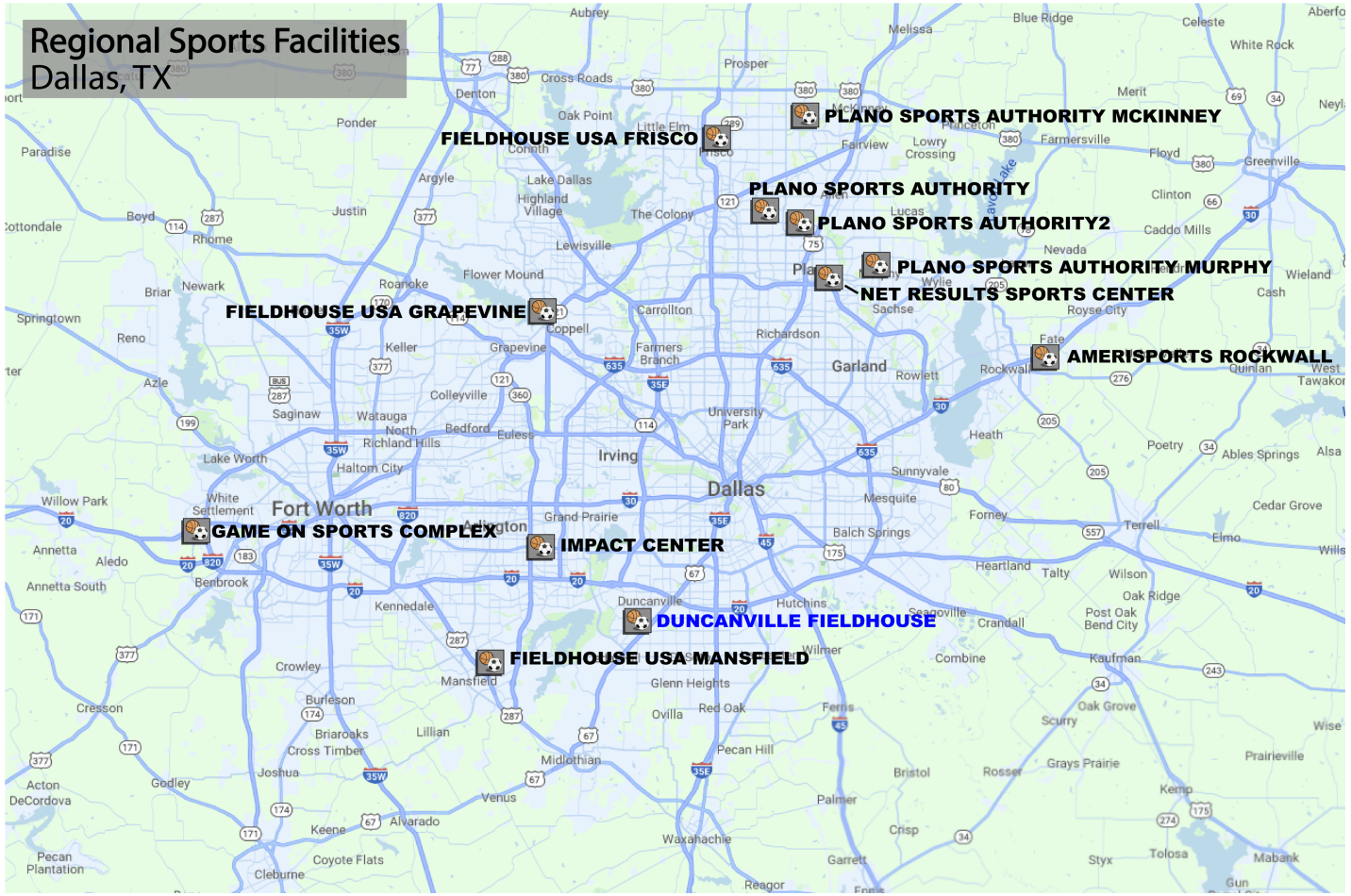
Facility Name	Location	Distance from Project Site	2024 Visits	2024 Visitors	2024 Visits Over 100 Miles	% of Visits Over 100 Miles	Basketball	Volleyball
Impact Center	Arlington, TX	14.6	–	–	–	–	4	4
Fieldhouse USA Mansfield	Mansfield, TX	14.9	726,000	164,800	67,600	9.3%	12	24
Fieldhouse USA Grapevine	Grapevine, TX	30.7	759,100	324,000	84,400	11.1%	9	9
Net Results Sports Center	Plano, TX	32.9	249,200	49,500	8,700	3.5%	-	9
Plano Sports Authority2	Plano, TX	36.2	274,000	83,400	23,300	8.5%	4	4
Plano Sports Authority	Plano, TX	36.9	466,200	86,600	11,000	2.4%	12	15
AmeriSports Rockwall	Rockwall, TX	37.8	261,500	49,000	23,700	9.1%	9	12
Plano Sports Authority Murphy	Murphy, TX	37.9	300,900	70,900	7,800	2.6%	8	8
Fieldhouse USA Frisco	Frisco, TX	41.3	758,000	129,300	66,800	8.8%	12	12
Game on Sports Complex	Fort Worth, TX	42.1	507,100	91,700	29,000	5.7%	6	12
Plano Sports Authority McKinney	McKinney, TX	46.0	398,100	86,800	19,500	4.9%	8	8
Round Rock Sports Center	Round Rock, TX	174.0	441,500	140,400	59,500	13.5%	6	12
Legends Event Center	Bryan, TX	174.0	457,300	166,200	111,000	24.3%	8	16
MI3 Center Houston	Houston, TX	225.0	140,700	49,300	20,500	14.6%	6	12
Mission Conception Sports Park	San Antonio, TX	272.0	179,500	70,100	26,400	14.7%	6	12
Average/Total	–	*74.7*	*403,219*	*109,113*	*42,556*	*11.3%*	110	169
Duncanville Fieldhouse	**Duncanville, TX**	**–**	**325,300**	**88,600**	**46,400**	**14.3%**	**6**	**10**

Source: Placer.ai & Various Sources

* Attendance data is filtered by all visit durations

Regional Sports Facilities Map

The adjacent map highlights the location of relevant indoor sports facilities in the Dallas Fort Worth Metroplex. There is a large concentration of indoor facilities on the north side of Dallas.



Round Rock Sports Complex, Legends Event Center, MI3 Center, and Mission Concepcion Sports Complex not pictured.

Fieldhouse USA



FieldhouseUSA Frisco

Location: Frisco, Texas

Sports Features:

- 12 basketball courts
- 24 volleyball courts
- Indoor soccer/football turf

Notes:

The Fieldhouse USA facility in Frisco, Texas, is a 144,000-square-foot facility located 30 miles from Downtown Dallas. The facility caters to youth and adult basketball and volleyball tournaments and recreation play. The facility has 12 full-sized hardwood basketball courts as well as indoor turf.



FieldhouseUSA Mansfield

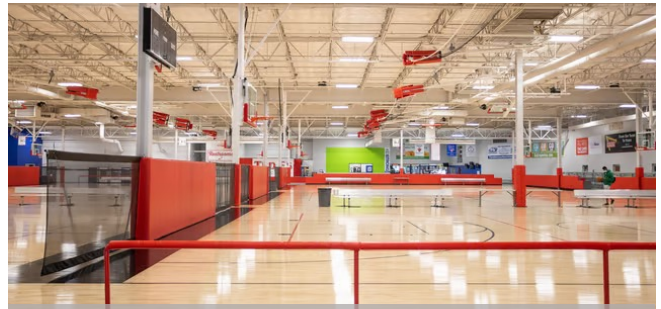
Location: Mansfield, Texas

Sports Features:

- 8 basketball courts
- 16 volleyball courts

Notes:

The Fieldhouse USA facility in Mansfield, Texas, is located 30 miles from downtown Dallas and features eight hardwood basketball courts which configure into 16 volleyball courts. The facility offers year-round leagues, training programs, and camps. The courts are available for rent by the public or tournament play.



FieldhouseUSA Grapevine

Location: Grapevine, Texas

Sports Features:

- 9 basketball courts
- 18 volleyball courts

Notes:

The Fieldhouse USA facility in Grapevine, Texas, is located 26 miles from downtown Dallas and features nine hardwood basketball, or 18 volleyball, courts. Similar to the other two facilities, Fieldhouse USA also offers year-round leagues, training programs, and camps. The courts are available for rent by the public or tournament play.

Round Rock Sports Center

Location: Round Rock, TX

Owner / Operator: City of Round Rock

Opened / Cost: January 2014 / $15 million

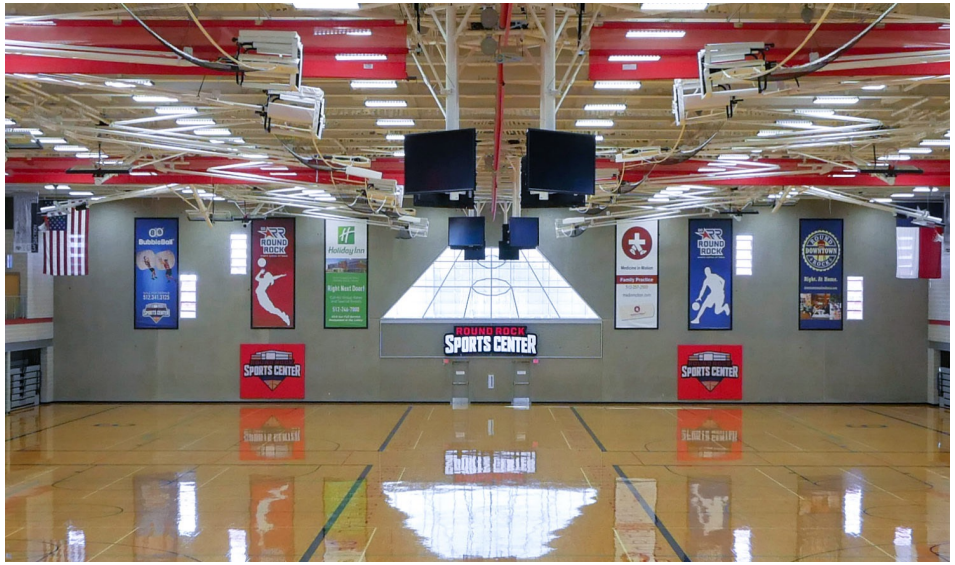
Sports Features:

- Six high school basketball courts convertible into three NCAA basketball courts
- 12 high school volleyball courts
- Seating capacity for more than 1,400 spectators and total capacity of 3,053

Notes:

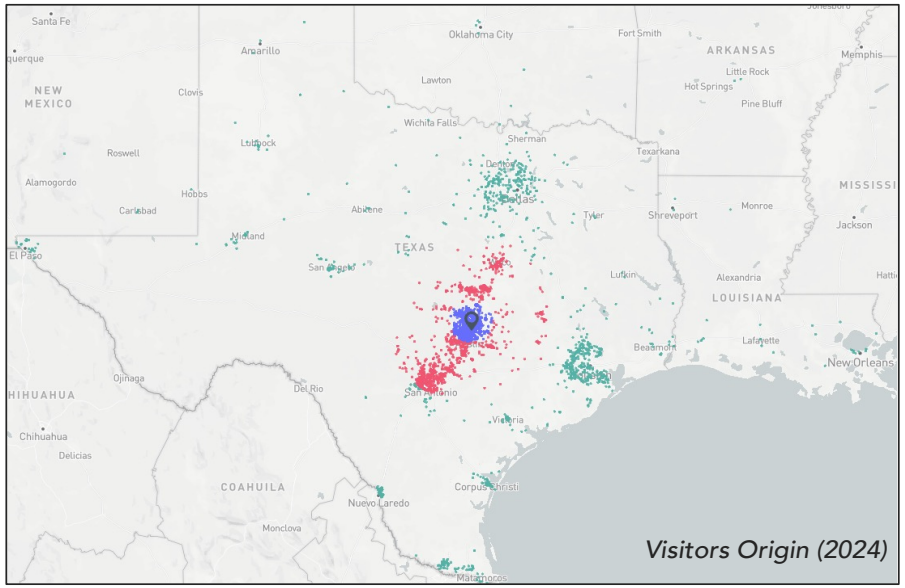
Round Rock Sports Center is an 82,800-square-foot facility with 47,775 square feet of flexible, open, playable space. The facility is equipped to host numerous sporting events such as basketball, volleyball, table tennis, and wrestling as well as badminton, archery, fencing, cheer/dance, gymnastics, and darts. Onsite amenities include, full concession operation, locker rooms, a training room, LED scoreboards, and spectator areas. Outside of sports, the facility can host expos, meetings, speakers, and concerts.





Round Rock Sports Center Visitation

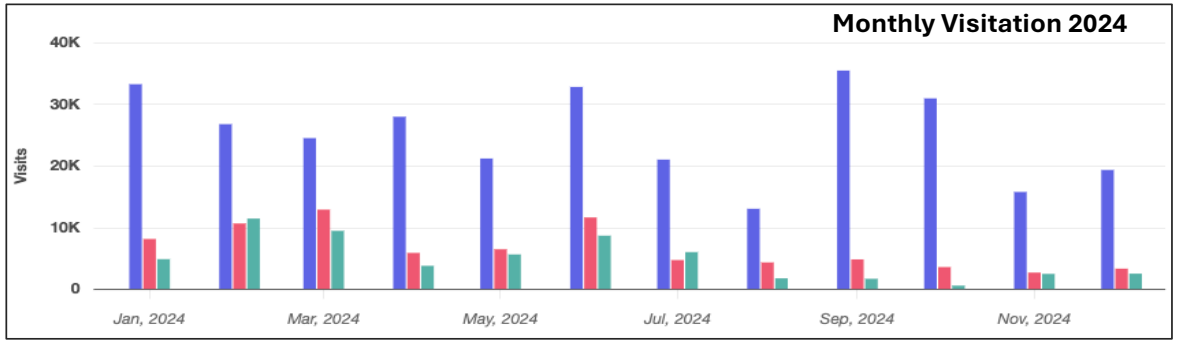
Round Rock Sports Center attracted approximately 482,000 visitors in 2024. Local visitation accounted for two-thirds of the total visits to the facility. Regional and long-distance visitation was concentrated primarily around Saturdays and Sundays and had a greater concentration of visitation from January to July. The increase of long-distance visitation on weekends indicates the facility is likely hosting many tournaments.

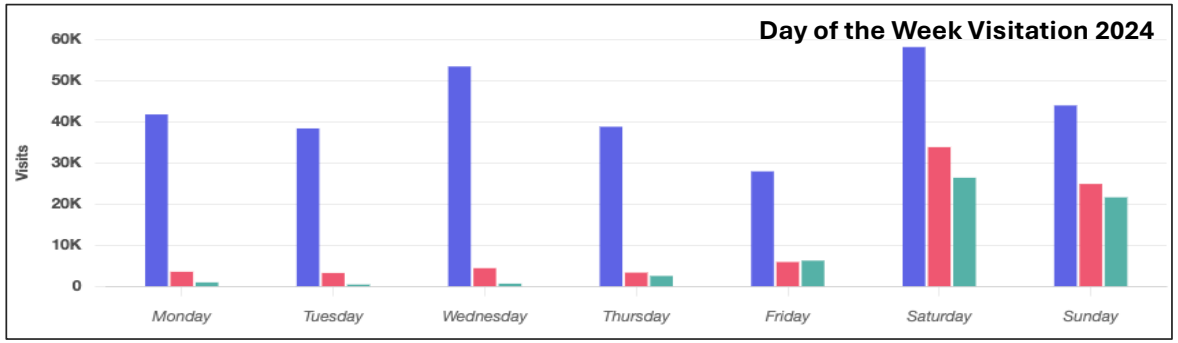


Round Rock Sports Center - Round Rock, TX
January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	302,500	68.5%	71,300	50.7%	4.24
Regional Distance - Over 25 miles & Less Than 100 miles	79,800	18.1%	36,100	25.7%	2.21
Long Distance only - Over 100 miles	59,500	13.5%	33,100	23.6%	1.80
Total Visits	441,800	100.0%	140,500	100.0%	2.75

Source: Placer.ai





AmeriSports Rockwall

Location: Rockwall, TX

Owner / Operator: Game On Sports Complex

Opened / Cost: 2016 / $6.5 million

Size: 66,000 square feet

Sports Features:

- Nine basketball courts convertible into:
  - 12 volleyball courts / 12 pickleball court
- 2 competitive cheer floors
- Multi-purpose team rooms and player's lounge
- Concession and coffee shop
- Athletic sports pro shop

Notes:

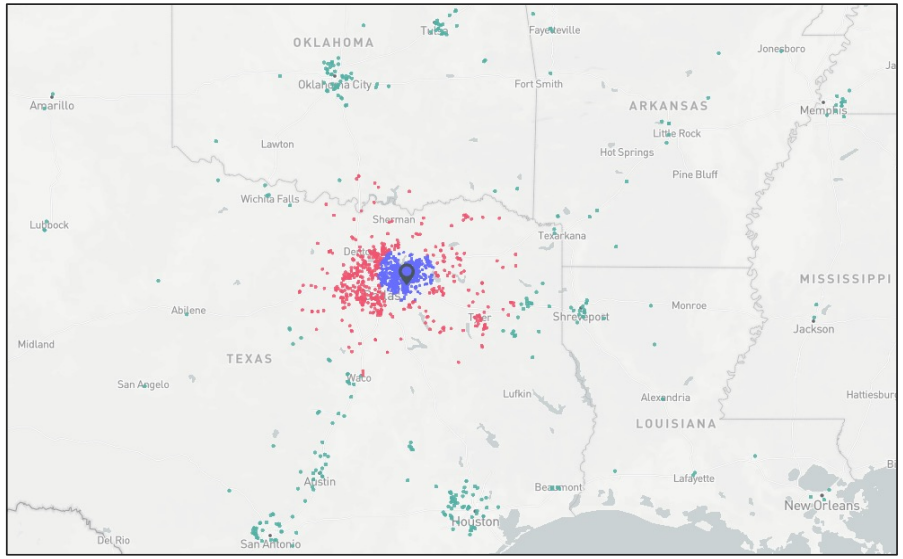
The hourly rental rate for a full basketball court, volleyball court, or pickleball court is $80 for peak days and times, or $40 for non-peak times Monday – Friday 9am to 4pm. These rentals can be used for team practice, private lessons, and team building.



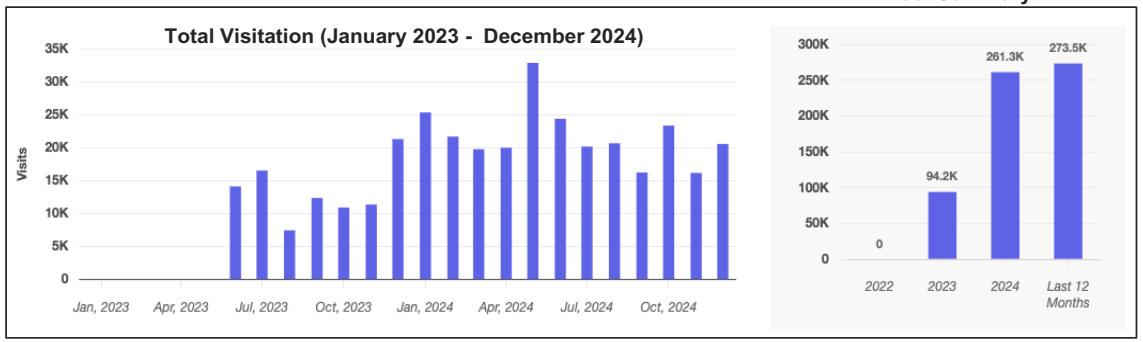


AmeriSports Rockwall Visitation

AmeriSports Rockwall generated approximately 260,000 visits in 2024, with 79 percent of visits originating from those who traveled less than 25 miles. Both regional and long-distance visitors account for a mere 21 percent of total visitors. There is an uptick in regional and long-distance visitation on the weekends likely due to tournaments. The facility continues to capture youth sports demand in the Dallas and greater Texas market as it was built in 2023.



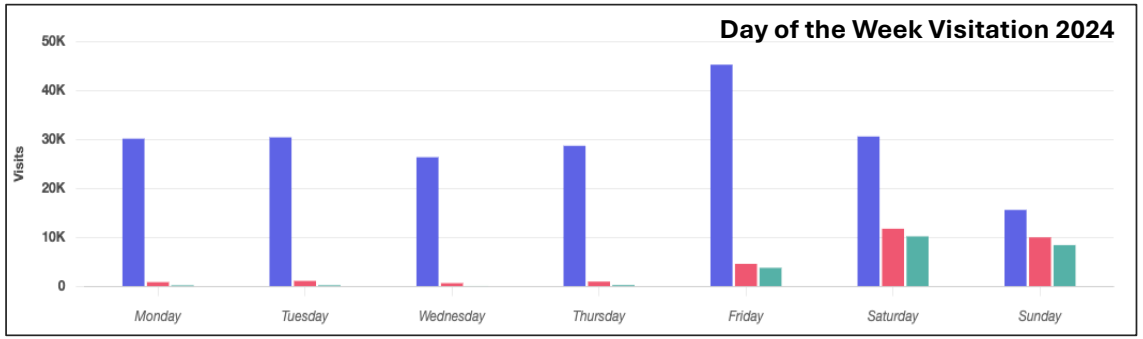
Annual Summary



AmeriSports Rockwall - Rockwall, TX
January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per
Locals - Within 25 miles	207,300	79.3%	25,500	52.1%	8.13
Regional Distance - Over 25 miles & Less Than 100 miles	30,500	11.7%	12,900	26.4%	2.36
Long Distance only - Over 100 miles	23,700	9.1%	10,500	21.5%	2.26
Total Visits	261,500	100.0%	48,900	100.0%	4.25

Source: Placer.ai



Game On Sports Complex

Location: Fort Worth, TX

Owner / Operator: Game On Sports Complex

Opened / Cost: 2016 / $6.5 million

Size: 87,600 square feet

Sports Features:

- Six hardwood basketball courts convertible into twelve volleyball courts
- Eight outdoor volleyball courts
- Seven batting cages
- An 11,000 square foot APEC performance training space with a 75-yard track, and a 25-by-40 artificial turf field.
- 18 Pickleball Courts

Notes:

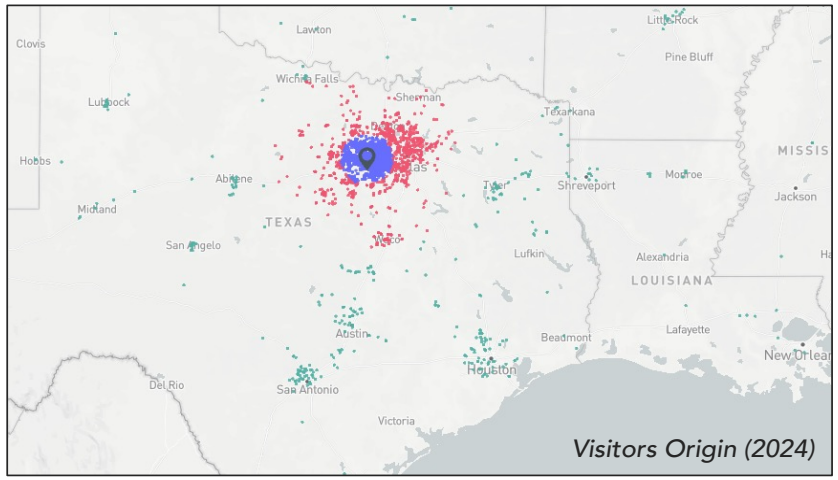
The hourly rental rate for a full basketball court with two baskets is $85, while a court with six baskets is $100. During peak hours, the rate increases to $120. Volleyball court rentals start at $60 per hour, which rises to $75 during peak times.



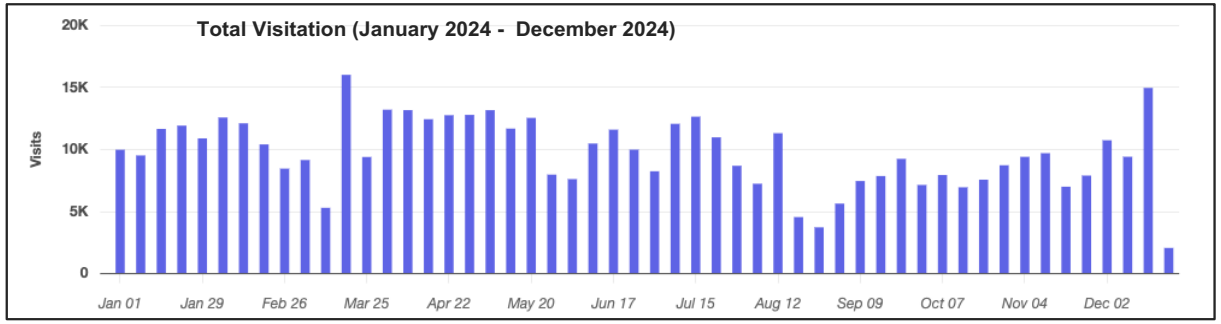


Game On Sports Complex Visitation

Game On Sports Complex attracted more than 500,000 visits in 2024, with the majority of these coming from the local area. This is consistent with Game On Sports Complex's operational model to prioritize leagues over tournaments. Only about 6 percent of visits came from long distance visitors. 13 percent of visits came from all between 25 and 100 miles away, which highlights the facility's capture of visitors from the Dallas.



Visitors Origin (2024)

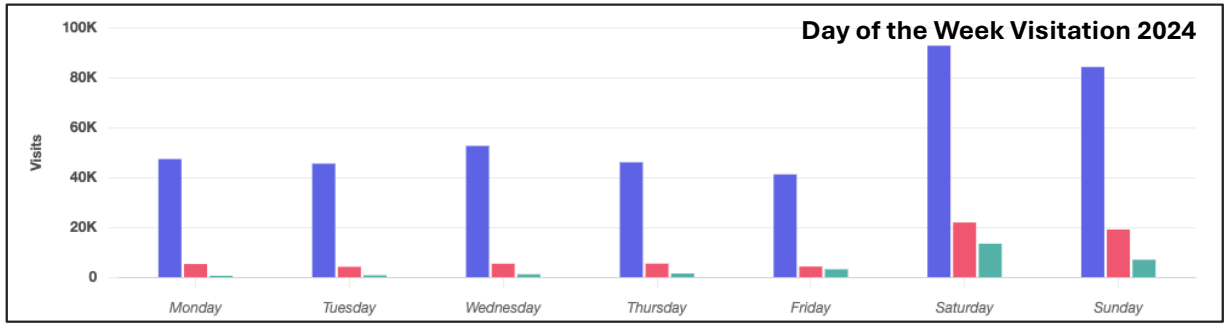


Game On Sports Complex - Total Visitation

January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Stadium (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	410,600	81.0%	53,900	18.6%	7.62
Regional Distance - Over 25 miles & Less Than 100 miles	67,100	13.2%	220,000	76.0%	0.31
Long Distance - Over 100+ miles	29,100	5.7%	15,400	5.3%	1.89
Total Visits	506,800	100.0%	289,300	100.0%	1.75

Source: Placer.ai



Legends Event Center

Location: Bryan, TX

Owner / Operator: City of Bryan / Sports Facilities Companies

Opened / Cost: 2022 / $41 million

Sports Features:

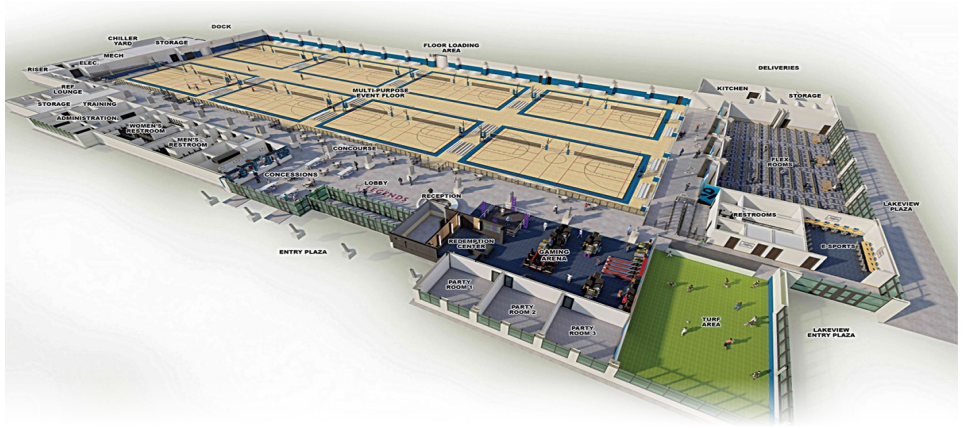
- Eight basketball courts
- 16 indoor volleyball courts & four outdoor sand volleyball courts
- Turf field for special programming and training

Notes:

Legends Event Center is a 122,000-square-foot facility that opened in December 2022. It includes, outside of the sports courts, a 5,500-square-foot banquet room, concessions, a kitchen, a turf area, and a gaming arena and e-sports lounge. The complex hosts a variety of local/regional tournaments, leagues, camps, clinics, practices, trade shows, markets, and other special events.

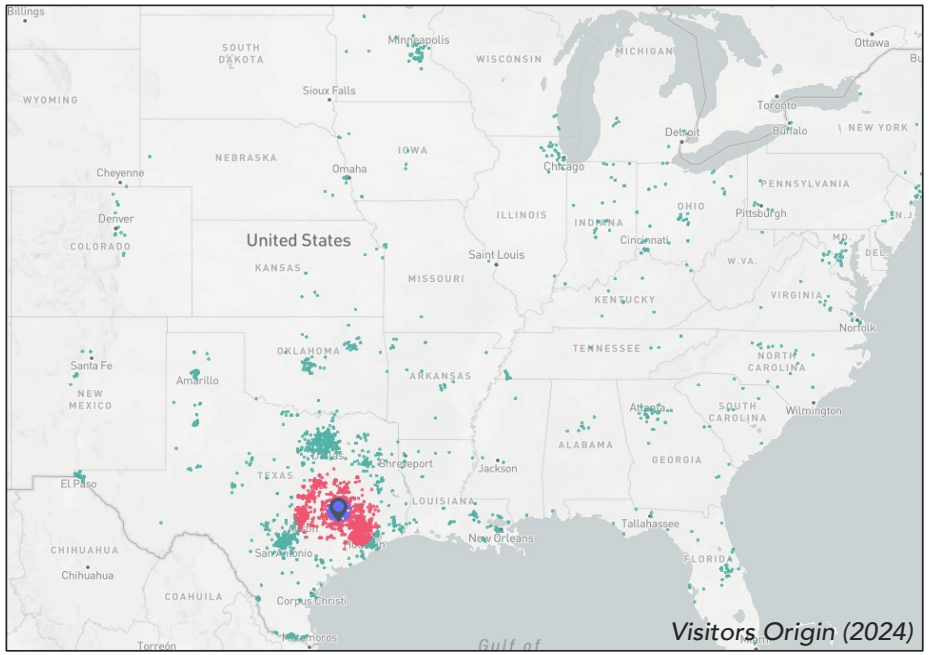
The center is a part of a larger master plan to improve the economic vitality of Bryan, serving the community not only through local sports availability, but also through significant economic impact.





Legends Event Center Visitation

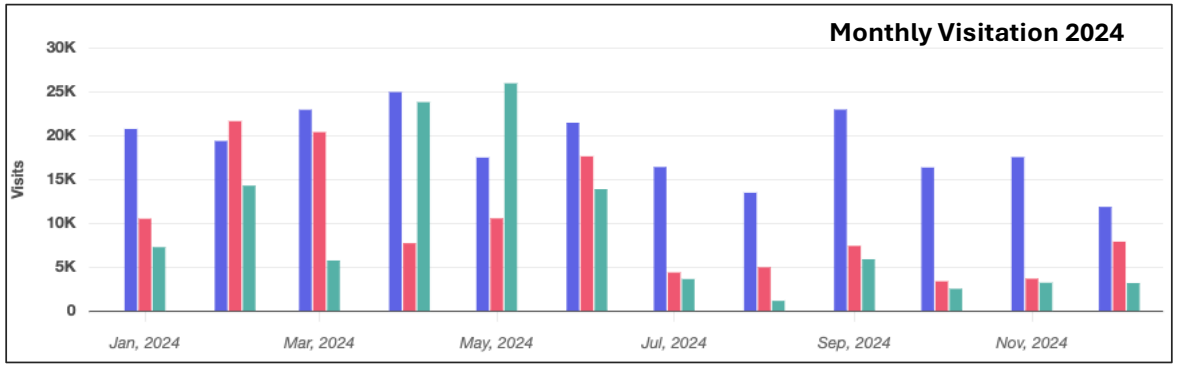
In 2024, Legends Event Center attracted more than 457,000 visitors; nearly 51 percent of its total visitation came from regional and long-distance visitors. As indicated through the daily analysis, tournaments are major contributors to Friday-Sunday visitation from regional and long-distance visitors. Long-distance visitors primarily came from Dallas and San Antonio in addition having a concentration of visits from Oklahoma City, New Orleans, Atlanta, Chicago, and Minneapolis.

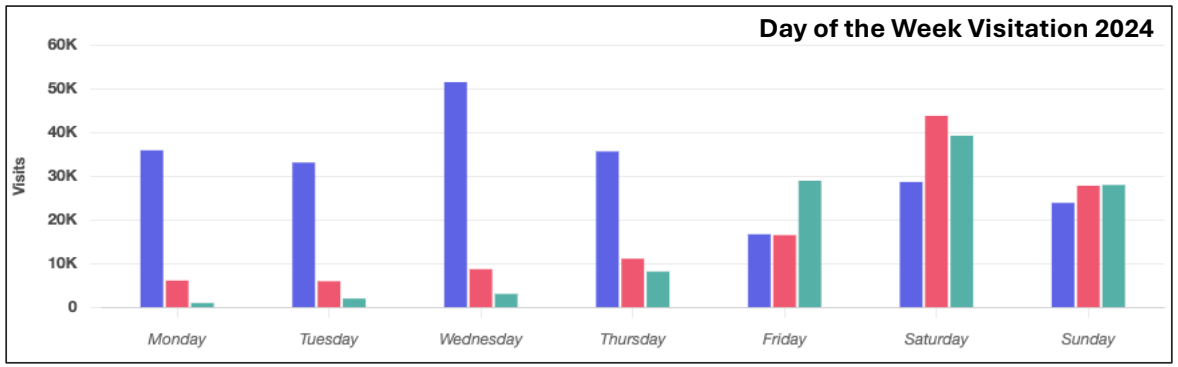


Legends Event Center - Bryan, TX
January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	225,800	49.4%	56,300	33.9%	4.01
Regional Distance - Over 25 miles & Less Than 100 miles	120,600	26.4%	55,700	33.5%	2.17
Long Distance only - Over 100 miles	111,000	24.3%	54,200	32.6%	2.05
Total Visits	457,400	100.0%	166,200	100.0%	2.74

Source: Placer.ai





Fieldhouse USA Mansfield

Location: Mansfield, TX

Owner / Operator: City of Mansfield / Fieldhouse USA

Opened / Cost: 2016 / $14 million

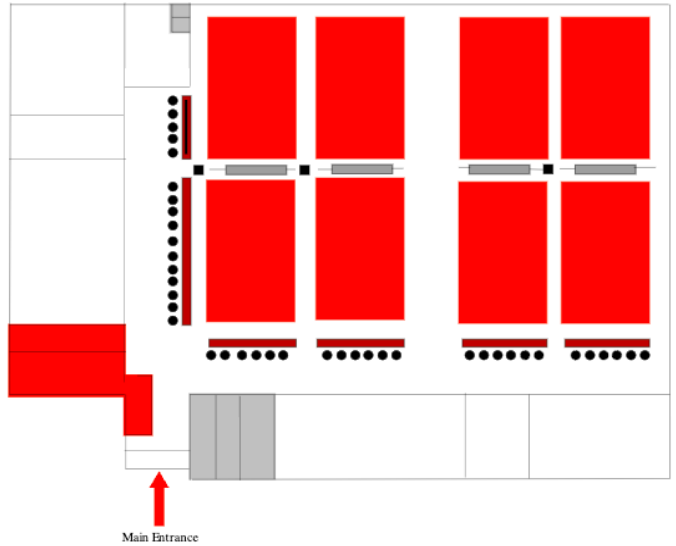
Sports Features:

- Eight basketball courts
- 12 volleyball courts

Notes:

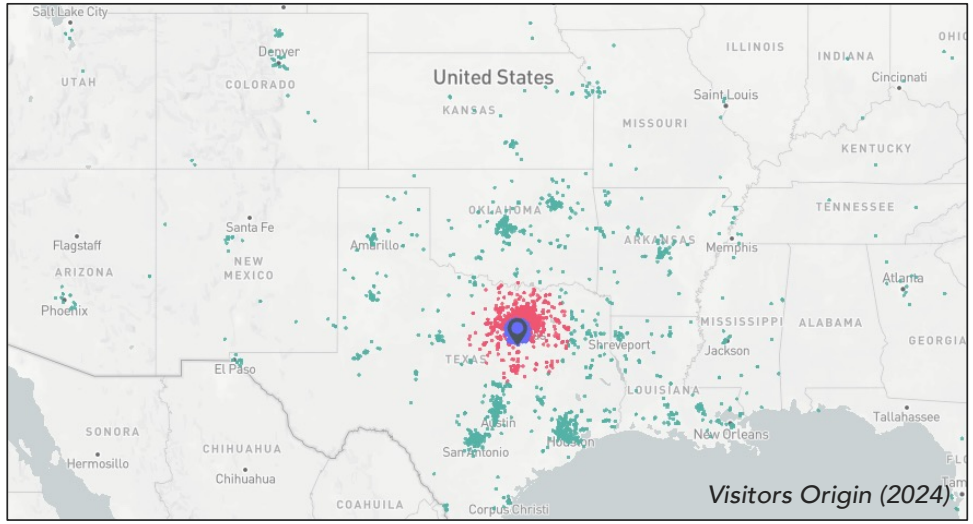
The 110,000-square-foot facility offers a variety of sporting activities and skill levels, specializing in year-round leagues, events, and tournaments for basketball, volleyball, flag football, and futsal. Additional programs offered include all-sports camps, birthday parties, boot camps, cheerleading, club volleyball, corporate events, lock-ins, performance and skills training, taekwondo, and tumbling. Outside of its utilization for tournaments, leagues, or events, the general public can also rent the facilities.





Fieldhouse USA Mansfield Visitation

Fieldhouse USA Mansfield generated approximately 727,000 visits in 2024, most of which were concentrated on the local demographic with 75 percent visits coming from within 25 miles. Regional and long-distance visitation was miniscule throughout the week but had an uptick on weekends showcasing the facility's ability to host tournaments. These tournaments drew visitors from across the state with a concentration of visits from San Antonio, Austin, and Houston in addition to Oklahoma City, New Orleans, Denver, Little Rock, and Tulsa.

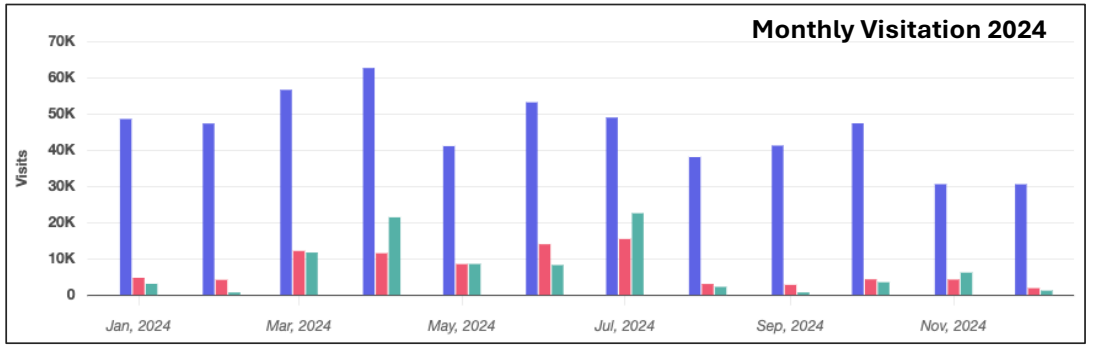


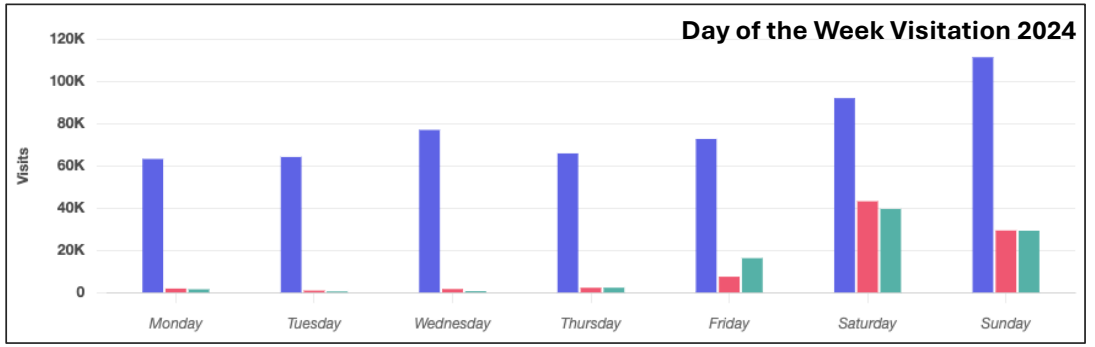
Visitors Origin (2024)

Fieldhouse USA Mansfield - Mansfield, TX
January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	546,900	75.2%	91,800	55.7%	5.96
Regional Distance - Over 25 miles & Less Than 100 miles	88,300	12.1%	32,200	19.5%	2.74
Long Distance only - Over 100 miles	91,600	12.6%	40,800	24.8%	2.25
Total Visits	726,800	100.0%	164,800	100.0%	3.65

Source: Placer.ai





05

Tournament Opportunity Analysis



Sports Tourism Destination & Operational Success Factors

To capitalize on the opportunities created by youth and amateur sports tourism activities as described previously, The Sports Facilities Advisory (SFA) highlights several destination and operational success factors that are important in the industry today.

Destination Factors

- **High Quality, Large Facilities and Assets.** The success of youth and amateur sports tourism starts with facilities. With the proliferation of competitive destination facilities, amenity quality is increasingly important as well as the number of spaces available to host teams, participants, and spectators. Additionally, supporting amenities like food & beverage services, entertainment options, etc., create a competitive advantage for facilities that feature them.
- **Variety of Lodging, Dining, and Entertainment Options.** Outside of the facility, decisions related to attendance at events are often influenced in part by the lodging, dining, and entertainment options in the market. For players and teams traveling regularly, the availability of known brands and affordable options is often important. **For players and teams traveling infrequently or for families opting to create a vacation around a tournament, access to unique and exciting lodging, dining, and entertainment is critical.**
- **Desirable Competition.** A primary reason to travel for tournaments and events is to compete against unfamiliar teams. Tournaments that feature a mix of teams from a large geographic range with a well-defined competitive-level structure are best able to draw teams and to bring them back year after year.
- **Affordability.** Affordability continues to present a top concern among coaches, parents, and participants as they decide which events to attend and how many times to travel. The increase in the number of competitive events and the expansion of traditional seasons has created a need to be cost conscious when selecting events.
- **Reputation of Destination. Establishing and maintaining a reputation as a great place to visit is a critical factor of attracting and retaining events and participants.**

Sports Tourism Destination & Operational Success Factors

Operational Success Factors

- **Program-Driven Design.** In today's climate where new special-purpose sports tourism facilities are opened regularly across the country, facilities must be built and operated to create a best-in-class experience for visitors. To successfully attract, host, and retain events and participants, the facility's design must embrace event operations and participant satisfaction.
- **Dedicated Marketing & Business Development Personnel/Budget.** With so many communities and facilities seeking to capture a portion of the sports tourism industry, it is imperative to dedicate people and money to marketing and selling opportunities. While the recommended organization structure and budget varies significantly from location to location, all successful destinations maintain a level of dedicated personnel and money to secure business.
- **Dedicated Management.** Similar to dedicated marketing and sales resources for a facility, successful venues have a dedicated and specialized management team to ensure protection of the facility's investment, and to affirm that the reputation within the industry is built and maintained.
- **Collaboration.** The youth and amateur sports tourism industry consists of a variety of existing destinations and events across activities, levels of competition, governing bodies, rules of play, etc. The increasingly sophisticated industry now features an environment in which it is often difficult to build new events and attract visitors to events that are not already established. This necessitates collaboration with tournament and events rights holders to attract existing events, working with existing facilities to include events that demand greater capacity, and maximizing visitation and economic impact during a facility's early years of operations.
- **Owner, Member, and Community Buy-In.** Sustainable facilities often feature a balance of tournaments/events and local leagues, camps, clinics, etc. To set expectations for achieving an optimal balance and to execute a well-rounded, sustainable business plan, the facility must educate all stakeholders and communicate the purpose as well as the schedule for tournaments and events on a regular and ongoing basis.

Game On Sports Interview Summary

Hunden interviewed the operations manager at Game On Sports to better understand their facility operations. Key takeaways are below:

In-House Leagues Drive Profitability:

- Prioritizes in-house leagues to fill the calendar, with tournaments and rentals serving as backfill
- This model is the primary revenue generator, ensuring steady, reliable cashflow.

Long-Term Relationship Building: It took 2-3 years to establish the relationships and contacrs necessary to run a successful in-house league program, demonstrating a commitment to sustainable growth.

Competitive DFW Landscape: The Dallas-Fort Worth area is highly competitive and overbuilt, with multiple facilities vying for the same tournament and business.

Seasonal Demand Trends: Winter is the busiest season due to high demand for in-house leagues, ensuring strong utilization when traditional tournament may slow down.

Operational Capacity & Team Structure: Supported by a dedicated team of roughly 12 full-time staff across two facilities, enabling efficient operations and program execution.

Diverse Facility Offerings & Revenue Flexibility:

- Offers a wide range of amenities (indoor bball courts, volleyball courts, pickleball courts, performance gym, beach volleyball, etc.) that enhance its ability to attract various events.
- Operates without city tax subsidies, allowing for a flexible approach in setting rates and partnering on flat fee models.

Dallas Showtyme Interview Summary

Hunden interviewed the head of Chris Davis to better understand their tournament operations. Key takeaways are below:

Strong Long-Term Relationship with Duncanville Fieldhouse:

- Has utilized the facility for over 10 years for tournaments and practices.
- Commends current management for honoring relationships and maintaining a reliable partnership.
- Views Duncanville as the “go-to” facility for basketball tournaments in the area.

Annual Large-Scale Tournament:

- Hosts one major event each year at Duncanville, drawing 130-140 teams from across Texas.
- Due to Duncanville’s court limitations, the tournament is split between two venues, including Trinity Basin Preparatory nearby.
- Supports the idea of expanding the facility to accommodate more teams under one roof.

Facility Operations & Rental Experience:

- Rental rates are competitive and in line with other facilities.
- No major issues with hotels, booking timelines, or accessibility.
- Security, court capacity, and overall quality are key factors in facility selection.

06

Sports Tourism Facilities: Case Studies



Case Studies Overview

The table presents a comparative analysis of national sports facility case studies, highlighting key metrics such as location, size, visitation, and management structure. In 2024, these facilities averaged **561,150 annual visits**, with **39.5 percent of visitors traveling over 50 miles**. Each facility operates under a distinct management model and programming strategy, tailored to maximize its success.

Relevant National Sports Facility Case Studies

Facility Name	Location	Year Opened	2024 Visits	2024 Visitors	2024 Visits Over 50 Miles	% of Visits Over 50 Miles	Basketball	Volleyball	Multi-Purpose Rooms
Round Rock Sports Center	Round Rock, TX	2014	482,000	138,000	106,522	22.1%	6	12	-
John T. Rhodes Myrtle Beach Sports Center	Myrtle Beach, SC	2015	441,000	192,900	308,000	69.8%	8	16	4
Rock Hill Sports & Event Center	Rock Hill, SC	2019	661,300	241,500	372,900	56.4%	8	16	1
Virginia Beach Field House	Virginia Beach, VA	2010	660,300	146,500	64,700	9.8%	4	8	1
Average	**–**	**–**	**561,150**	**179,725**	**213,031**	**39.5%**	**7**	**13**	**2**
Duncanville Fieldhouse	Duncanville, TX	2010	309,600	85,500	54,900	17.7%	6	10	3

Source: Placer.ai & Various Sources

Round Rock Sports Center

Location: Round Rock, TX

Owner / Operator: City of Round Rock

Opened / Cost: January 2014 / $15 million

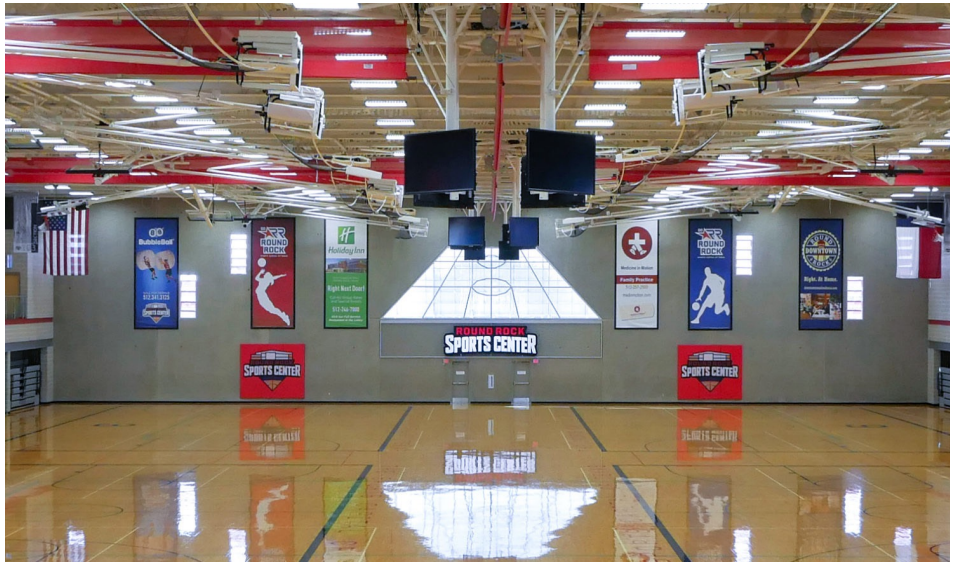
Sports Features:

- Six high school basketball courts convertible into three NCAA basketball courts
- 12 high school volleyball courts
- Seating capacity for more than 1,400 spectators and total capacity of 3,053

Notes:

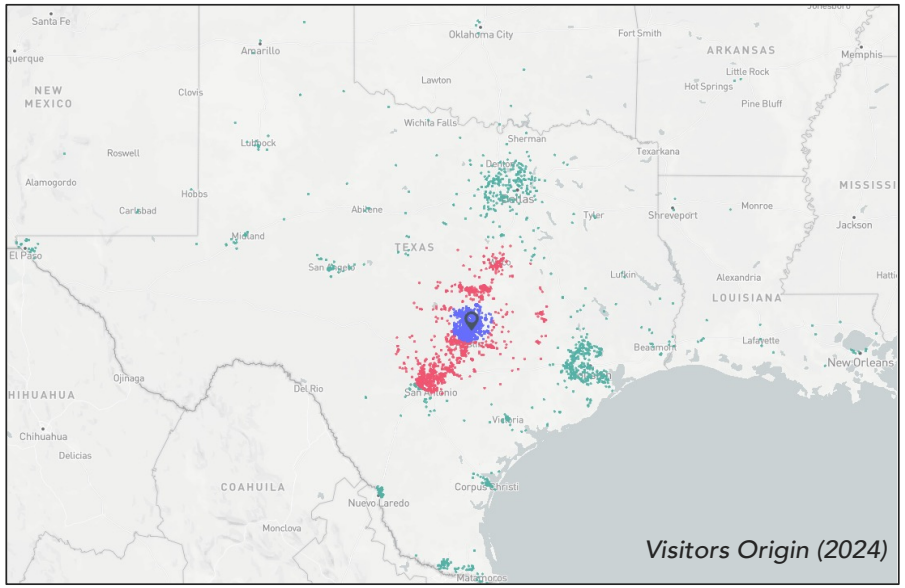
Round Rock Sports Center is an 82,800-square-foot facility with 47,775 square feet of flexible, open, playable space. The facility is equipped to host numerous sporting events such as basketball, volleyball, table tennis, and wrestling as well as badminton, archery, fencing, cheer/dance, gymnastics, and darts. Onsite amenities include, full concession operation, locker rooms, a training room, LED scoreboards, and spectator areas. Outside of sports, the facility can host expos, meetings, speakers, and concerts.





Round Rock Sports Center Visitation

Round Rock Sports Center attracted approximately 482,000 visitors in 2024. Local visitation accounted for two-thirds of the total visits to the facility. Regional and long-distance visitation was concentrated primarily around Saturdays and Sundays and had a greater concentration of visitation from January to July. The increase in visitation on Saturdays and Sundays highlights the facility's potential to host regional and national tournaments.

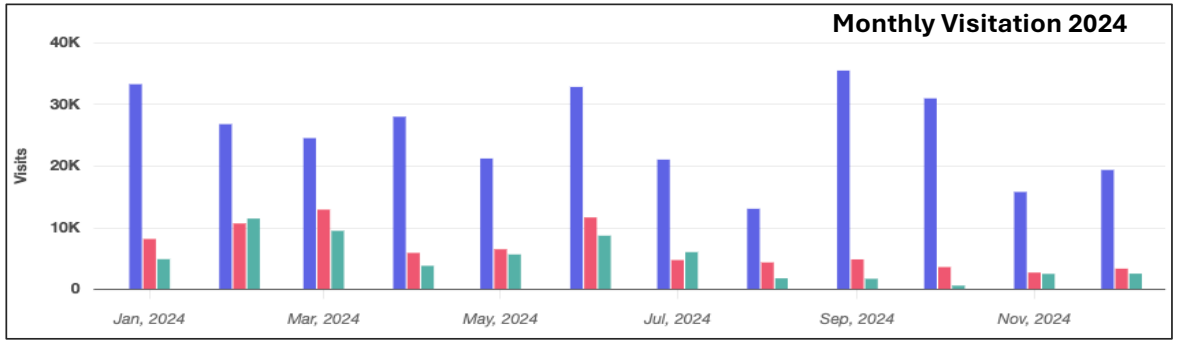


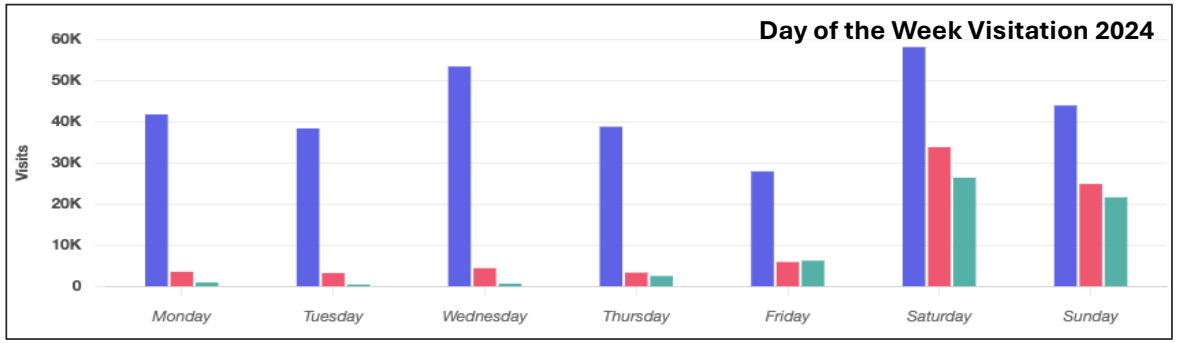
Visitors Origin (2024)

Round Rock Sports Center - Round Rock, TX
January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	302,500	68.5%	71,300	50.7%	4.24
Regional Distance - Over 25 miles & Less Than 100 miles	79,800	18.1%	36,100	25.7%	2.21
Long Distance only - Over 100 miles	59,500	13.5%	33,100	23.6%	1.80
Total Visits	441,800	100.0%	140,500	100.0%	2.75

Source: Placer.ai





Interview: Round Rock Sports Center

Hunden conducted an interview with the City of Round Rock to gain insights into local sports demand, existing facility supply, and potential market gaps. Key takeaways from the discussion include:

- Volleyball and basketball are the primary sports utilizing indoor court space for tournaments, practices, and league play. Secondary users include cheer, dance, among others.
- Given the rapid growth in the greater Austin/San Antonio area, several new sports facilities are in the planning stages. To ensure long-term viability, it is essential to design spaces that align with projected demand five to ten years into the future. Prioritizing the facility's functionality and adaptability over its physical footprint is key.
- Effective management is critical to a facility's success. For example, the Round Rock Sports Center, operated by the city, follows a rental model, leasing space to major tournament organizers and local teams. This approach ensures consistent utilization while supporting the region's sports tourism economy.

John T. Rhodes Myrtle Beach Sports Center

Location: Myrtle Beach, South Carolina

Opened: 2015

Cost: $12.4 million

Owner: City of Myrtle Beach

Operator: Sports Facilities Company

Sports Features:

- 100,000 square feet indoor sports complex
- 8 high school basketball courts and 16 volleyball courts
- 1 multipurpose room and 4 flex rooms

Additional Amenities: Spectator seating for 1,500 and 12 screen video walls

Notes: The 100,000-square-foot sports facility host court sports as well as gymnastics, pickleball and table tennis. The venue also hosts trade shows. Onsite amenities include team rooms, an elevated mezzanine, and an indoor/outdoor café.

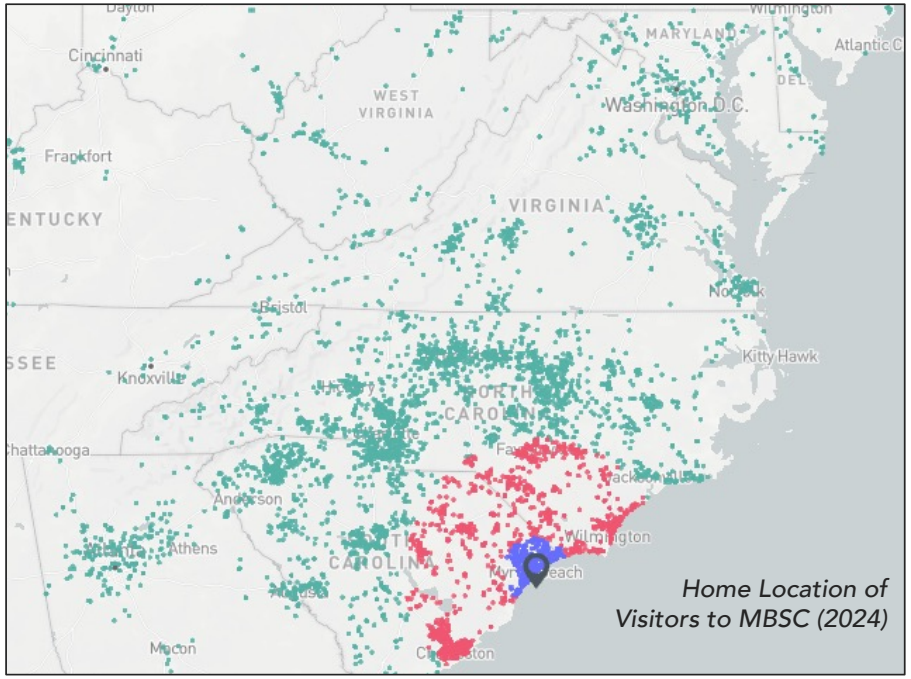






John T. Rhodes Myrtle Beach Sports Center

The John T. Rhodes Myrtle Beach Sports Center drew 440,800 visits in 2024, with 65.9 percent of unique visitors traveling from over 100 miles away, underscoring its role as a regional tourism driver and a premier destination for large-scale tournaments. Meanwhile, the high local repeat rate of 2.79 visits per customer highlights the facility's strong community engagement, sustained by recurring league play and local programming.

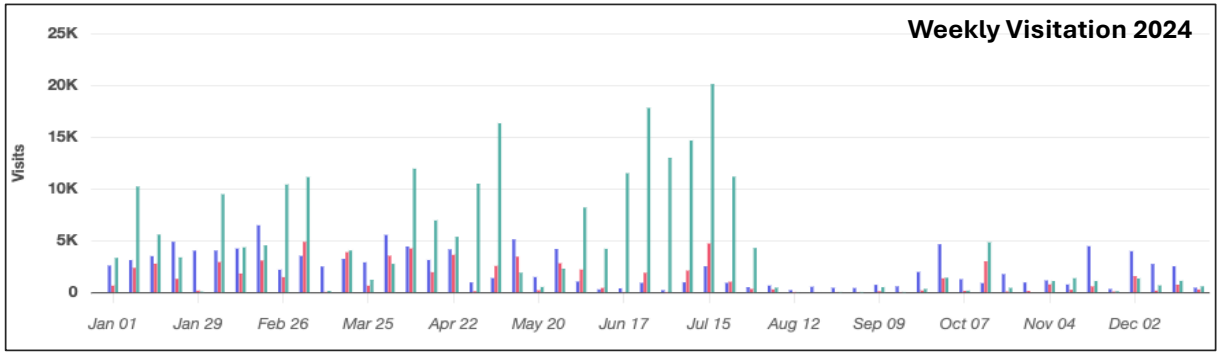


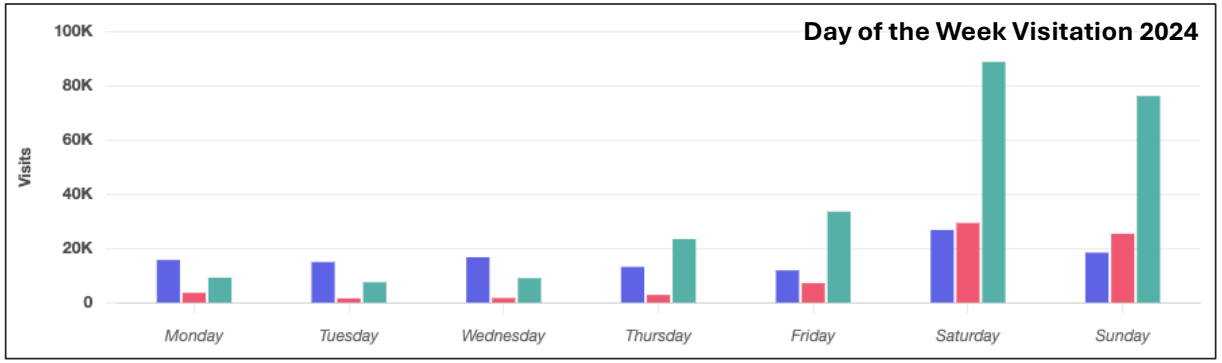
John T. Rhodes Myrtle Beach Sports Center (Myrtle Beach, SC) - Total Visitation

January 1, 2024 - December 31, 2024

Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	119,000	27.0%	31,400	16.3%	3.79
Regional Distance - Over 25 miles & Less Than 100 miles	73,100	16.6%	34,300	17.8%	2.13
Long Distance - Over 100+ miles	248,700	56.4%	127,200	65.9%	1.96
Total Visits	440,800	100.0%	192,900	100.0%	2.29

Source: Placer.ai





hunden partners

Rock Hill Sports & Event Center

Location: Rock Hill, South Carolina

Opened: 2019

Cost: $25 million

Owner: City of Rock Hill

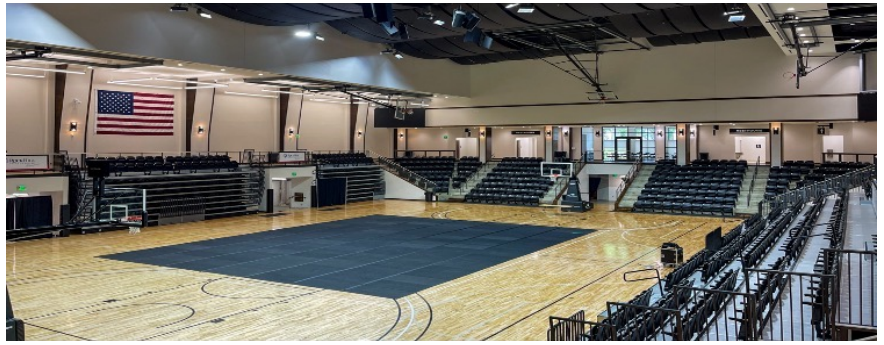
Operator: City of Rock Hill

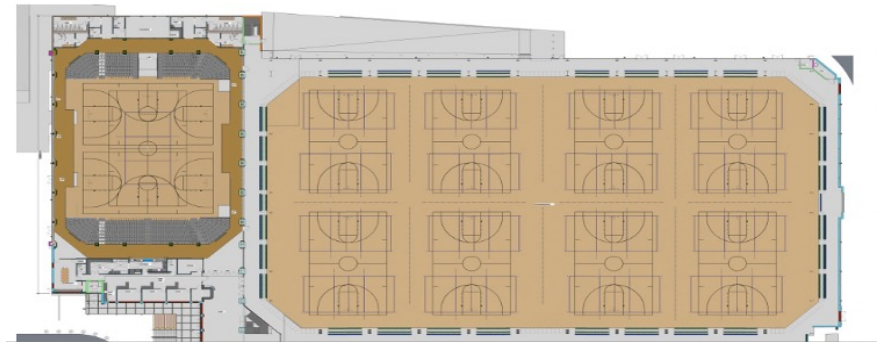
Sports Features:

- 170,000 square feet
- 8 basketball courts and 16 volleyball courts

Notes: Rock Hill Sports and Events Center is located within a mixed-use district that connects Winthrop University and Downtown Rock Hill. According to VisitRockHill, the facility hosts leagues, tournaments, conferences and conventions, concerts and community events.







Rock Hill Sports & Event Center

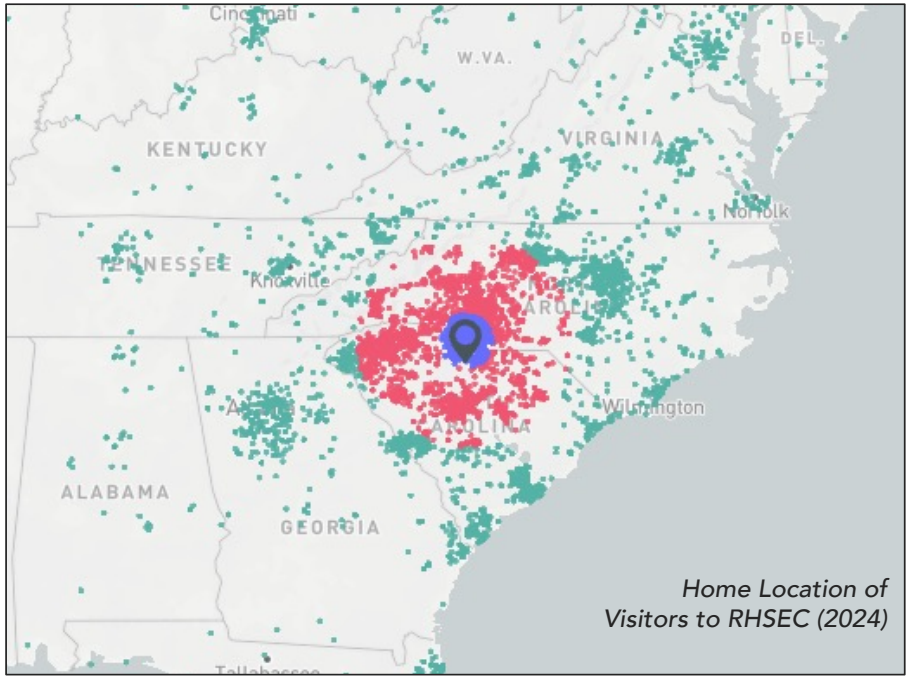
The Rock Hill Sports & Event Center recorded 661,300 visits in 2024, with a diverse mix of local, regional, and long-distance visitors. 34.9 percent of visits came from within 25 miles, with locals averaging 3.37 visits per customer, the highest repeat rate among visitor segments.

Rock Hill Sports & Event Center (Rock Hill, SC) - Total Visitation

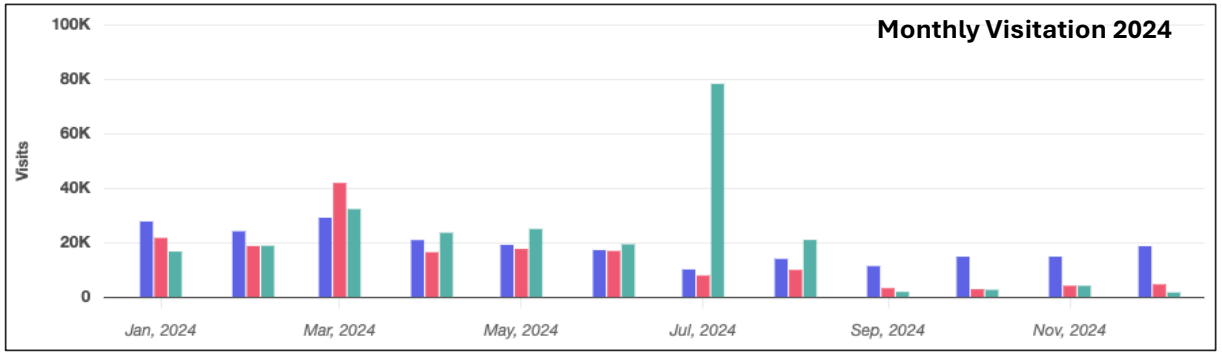
January 1, 2024 - December 31, 2024

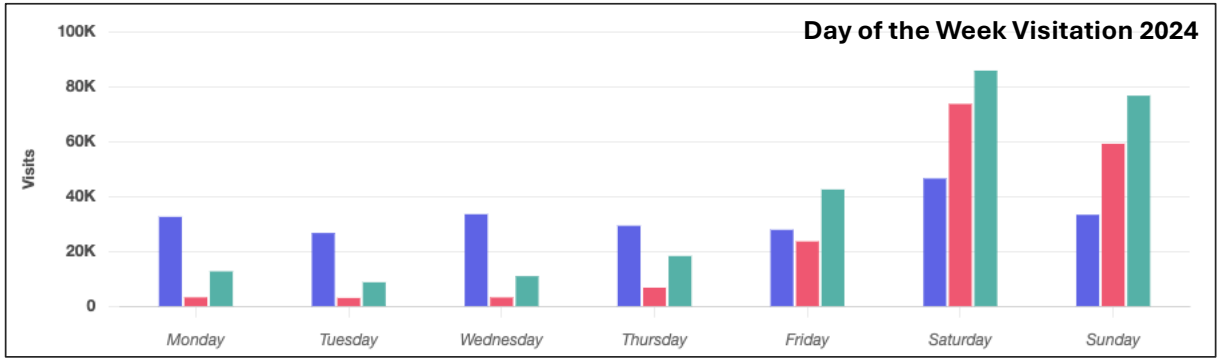
Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	230,800	34.9%	68,400	28.3%	3.37
Regional Distance - Over 25 miles & Less Than 100 miles	173,800	26.3%	74,600	30.9%	2.33
Long Distance - Over 100+ miles	256,700	38.8%	98,500	40.8%	2.61
Total Visits	661,300	100.0%	241,500	100.0%	2.74

Source: Placer.ai



Home Location of Visitors to RHSEC (2024)





Interview: Rock Hill Sports & Event Center

Hunden conducted an interview with the management team at Rock Hill Sports & Event Center to gain insights into the facility's operations. Key takeaways from the discussion include:

- Rock Hill Sports & Event Center is a multi-use facility that operates under an enterprise fund model, requiring self-sustaining revenue generation. The facility is heavily utilized throughout the year, with a strong focus on sports tourism on weekends and local programming during the week.

- During the weekdays, the facility is open for local use, including open gym from 7 AM to 5 PM, followed by evening leagues and rentals. On weekends, the facility is primarily reserved for tournaments, with full-facility rentals dominating the event calendar. The center is booked 48 to 50 weeks per year, with a slight slowdown in the fall. Successful tournament operators are given priority for repeat bookings.

- Rental fees vary based on space, with small conference rooms (500-1,000 SF) available for $100 per hour or $600 per day, and the large event room renting for $300 per hour or $2,000 per day. The full facility can be rented for $17,500 per weekend (Friday-Sunday). The facility also includes an 8,000 SF event space used for parties and breakout rooms, which is reserved for tournaments on event weekends.

- Concessions do not include a full kitchen, so the facility partners with local vendors, including a pizza restaurant and Chick-fil-A. On average, concessions generate $18K-$20K in revenue per weekend.

Virginia Beach Field House

Location: Virginia Beach, Virginia

Opened: 2010

Cost: $15 million

Owner: Eastern Sports Management

Operator: Eastern Sports Management

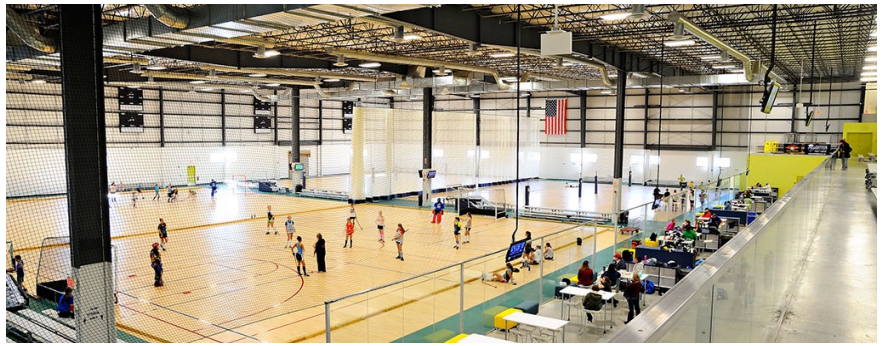
Sports Features:

- 175,000 square feet
- 4 high school basketball courts and 8 volleyball courts
- 6 indoor turf fields
- 8 outdoor sand volleyball courts

Notes: Virginia Beach Field House offers leagues, camps, clinics, and tournaments for you and adults in soccer, flag football, volleyball, basketball, indoor baseball and softball, field hockey, lacrosse, dodgeball, and other social sports. The facility includes multiple party rooms, an arcade, and an indoor fun zone. The facility also has over 40 flat screen TVs throughout the budling, and four 110” screen TVs in their lounge.







Virginia Beach Field House

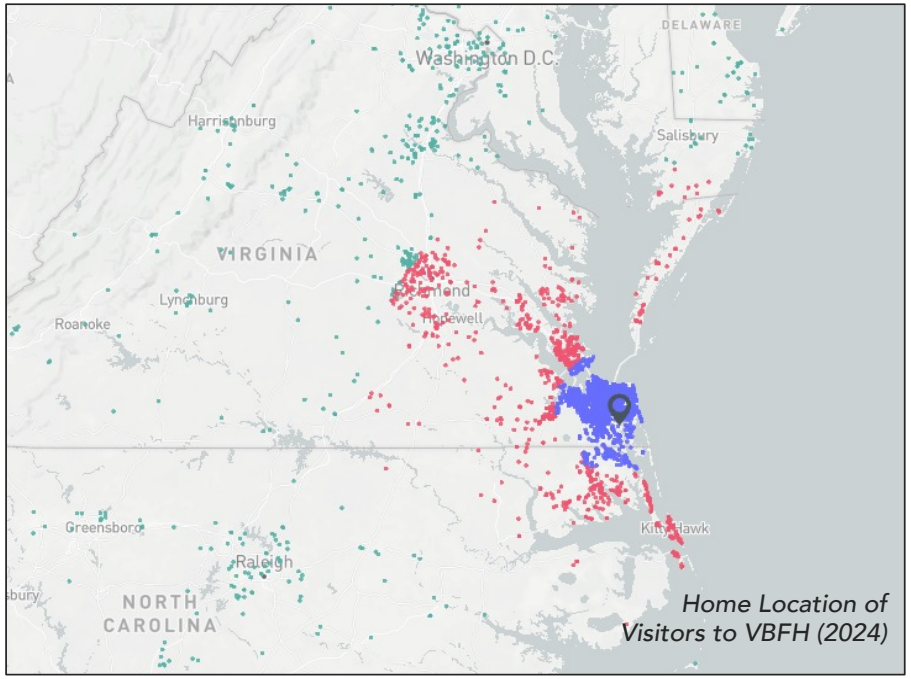
In 2024, the Virginia Beach Field House recorded 660,300 total visits, with an average of 4.51 visits per customer, underscoring a strong base of repeat visitors. Local attendees made up 84.9 percent of total visits, emphasizing the venue's heavy reliance on the surrounding community and local tournaments to drive traffic.

Virgina Beach Field House (Virginia Beach, VA) - Total Visitation

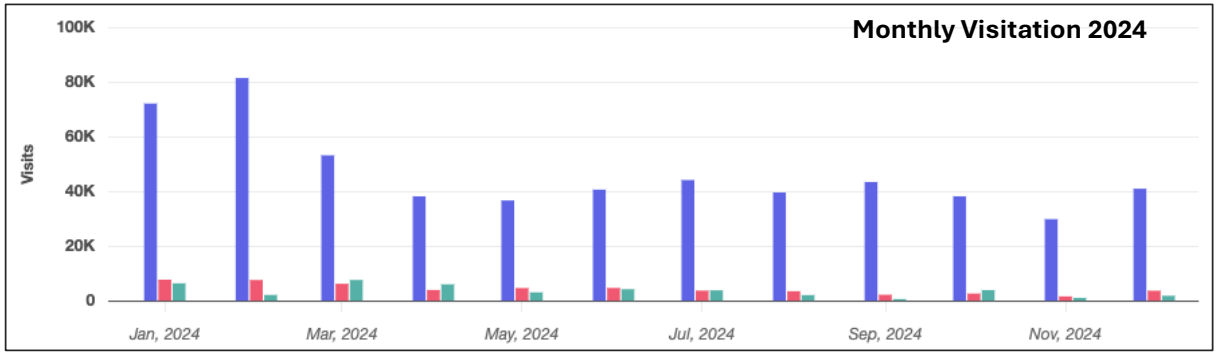
January 1, 2024 - December 31, 2024

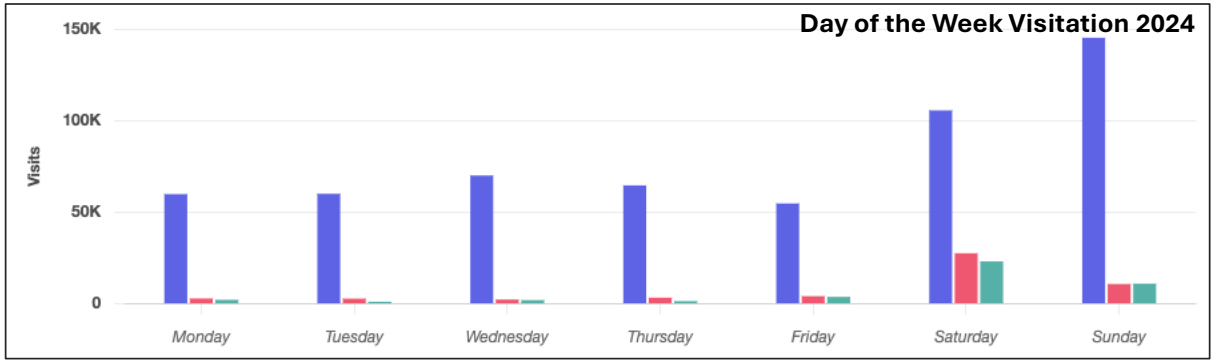
Visitor Origins by Distance from Site (Colors correspond to charts & maps)	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Visitors: Est. Number of Visitors	Total Unique Visitors: Percent of Total Visitors	Avg. Visits per Customer
Locals - Within 25 miles	560,600	84.9%	98,000	66.9%	5.72
Regional Distance - Over 25 miles & Less Than 100 miles	54,500	8.3%	21,100	14.4%	2.58
Long Distance - Over 100+ miles	45,200	6.8%	27,400	18.7%	1.65
Total Visits	660,300	100.0%	146,500	100.0%	4.51

Source: Placer.ai



Home Location of Visitors to VBFH (2024)





Interview: Eastern Sports Management

Hunden conducted an interview with Eastern Sports Management team who operate and manage the Memphis Sports and Events Center and the Virginia Beach Field House to gain insights into the facility's operations. Key takeaways from the discussion include:

- Sports facilities can operate under two primary models: a **rental-based model**, where third-party groups book space, or a **retail model**, where the facility generates revenue through in-house programming. ESM follows a blended approach, prioritizing in-house leagues, tournaments, and camps to maximize revenue before filling remaining dates with rentals.

- In-house programming, such as leagues and tournaments drives higher margins and creates consistent engagement, with facilities under their management generated $800K+ from in-house leagues alone. Camps and clinic further optimize revenue by utilizing non-peak hours, while rentals serve as a backfill strategy to ensure steady occupancy.

- Pricing varies by market, with court rentals ranging from $75 - $100 per court per hour, and full-facility weekend rentals generating up to $16,000 per weekend ($80 per hour for 10 hours per day). However, to maximize profitability, a facility must balance rental revenue with its own programming, ensuring long-term sustainability and stronger financial performance.

- Their management team is shifting its sponsorship strategy from multiple small naming rights deals to a high-impact, long-term model. By prioritizing major branding assets such as court and building naming rights, as well as large-scale banners, the goal is to attract fewer but more substantial partnerships. The ideal sponsorship breakdown includes $100k for a partner guide sponsorship, $100k for major naming rights (court and building), and $100k from smaller naming rights opportunities.

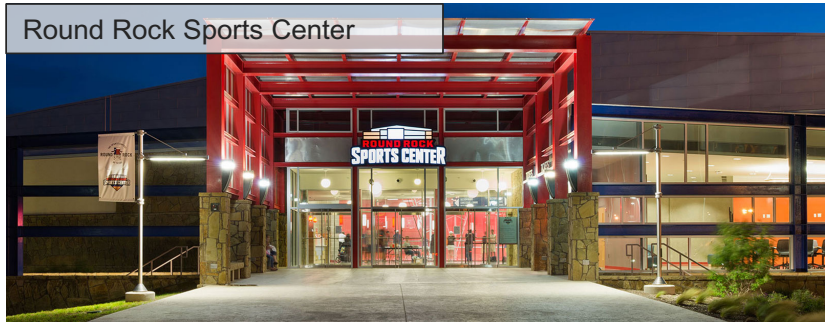
Case Studies – Comparable Facilities Implications

- **Prioritize Tournaments:** Focus on basketball and volleyball as primary revenue drivers, filling weekends first and backfilling with other sports.
- **Maximize Weekday Use:** Increase activity with paid open gym sessions, in-house leagues, and training programs.
- **Plan for Future Demand:** Facilities must be built for long-term needs. Round Rock's recent expansion highlights the importance of staying ahead of demand.
- **Balance Community & Revenue:** A mix of public access and high-revenue events will ensure financial sustainability.

Implications:

Duncanville should expand its programming to include more leagues, training sessions, and targeted marketing to capture a larger share of tournament and league play. By refining its strategy to balance public access with high-revenue event rentals, the facility can maximize utilization and financial sustainability.

Round Rock Sports Center



John T. Rhodes Myrtle Beach Sports Center



Case Studies – Management Models Implications

City-Operated:

- **Municipal Oversight:** Managed by the city, facilities often utilize its CBV network to secure large-scale tournaments and widened marketing.
- **Event-Driven Revenue:** Full facility rentals dominate the calendar, maximizing event-driven revenue.
- **Success Metrics:** Financial performance is measured by economic impact on the community, rather than direct profitability.

Privately Managed:

- **Privately Managed:** Emphasis on profitability and long-term growth rather than community benefit.
- **In-House Programming Priority:** Maximizes high-margin events, filling the calendar with in-house programs first and backfilling with rentals as needed.
- **Strategic Sponsorships:** Prioritizes high-impact, long-term commitments, avoiding smaller naming rights deals.

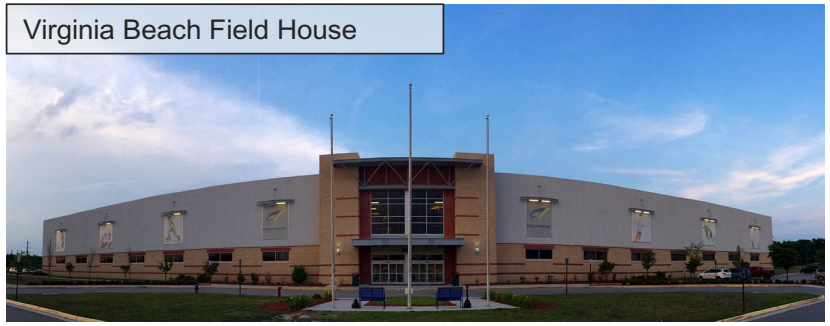
Implications:

Duncanville should leverage city partnerships with local amenities to attract high-value tournaments while optimizing its event strategy, operational efficiency, and financial model to stay competitive in a growing market.

Rock Hill Sports & Event Center



Virginia Beach Field House



07

Support Amenities Analysis



Support Amenities Summary

Tournament organizers prioritize facility offerings, surrounding amenities, and destination appeal. Smaller, regional, and local tournaments focus on facility essentials: court availability, scheduling, and pricing while larger-scale tournaments also emphasize hotels, and overall destination appeal. Hunden analyzed Duncanville's current offerings as it relates to these themes.

- **Facilities:** The Duncanville Fieldhouse meets basic facility needs but would benefit from improvements like rebranding repainting, enhanced security, bathroom upgrades, and parking.
- **Hotels:** While the surrounding supply of hotels is sufficient for larger tournaments, forming partnerships for room block deals would improve tournament attraction.
- **Destination Appeal:** Duncanville offers limited surrounding shopping in dining compared to other facilities in the metroplex. The city of Duncanville can partner with restaurants and local businesses to retain tournament visitors in Duncanville and boost the local economy.



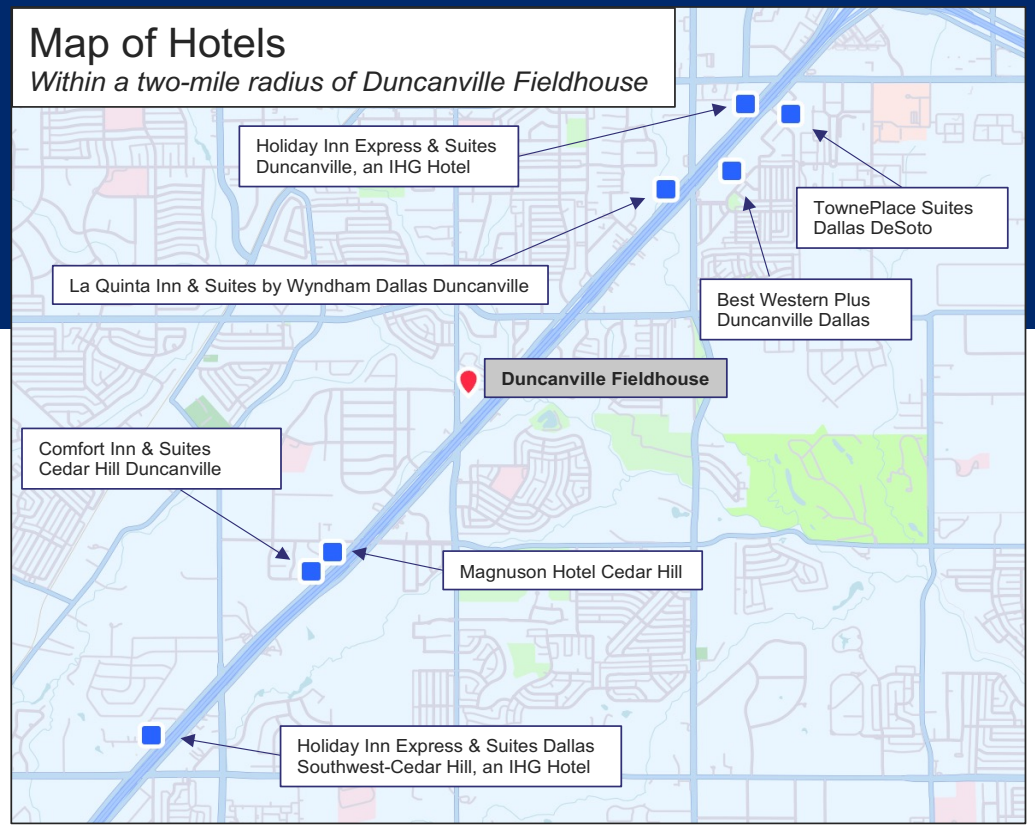
Nearby Hotel Offerings

- There are seven midscale or upper-midscale hotels within a two-miles of the Duncanville Fieldhouse. In the last 12 months, these properties have experienced a 71 percent occupancy rate, and an average daily rate of $110.
- Facilities in Grapevine, Frisco, and Irving benefit from proximity to major hospitality hubs with better accommodation packages.

Duncanville, TX - Competitive Hotel Set
Duncanville Fieldhouse | Duncanville, TX

Property Name	Distance from Site (Mi)	# of Rooms	% of total	Scale	Date Opened
Magnuson Hotel Cedar Hill	0.9	69	12.9%	Midscale	1999
Comfort Inn & Suites Cedar Hill Duncanville	1.0	60	11.2%	Upper Mid	2008
La Quinta Inns & Suites Dallas Duncanville	1.2	88	16.4%	Upper Mid	2018
Best Western Plus Duncanville Dallas	1.5	70	13.1%	Upper Mid	2007
Holiday Inn Express & Suites Duncanville	1.7	76	14.2%	Upper Mid	2003
TownePlace Suites Dallas DeSoto	1.8	99	18.5%	Upper Mid	2009
Holiday Inn Express & Suites Dallas Southwest Cedar Hill	2.0	74	13.8%	Upper Mid	2009
Average/Total	–	**536**	**100%**	–	**2008**

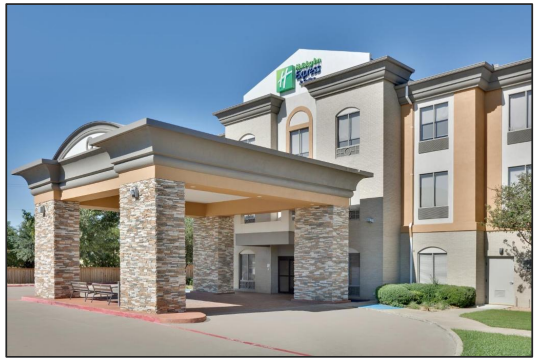
Source: Smith Travel Research



Opportunities for Partnership

One of the barriers the Duncanville Fieldhouse faces in attracting larger tournaments is the lack of partnerships with local hotels and restaurants. By partnering with these entities, the City of Duncanville can likely increase tourism opportunities.

- **Attraction of Larger Events:** Tournament Operators prefer facilities with a convenient lodging package. Affordability could increase with room block deals for specific tournaments, a common practice among other facilities.
- **Mutual Benefit:** The City of Duncanville could absorb more economic impact created by the fieldhouse by strategically selecting partner hotels within city limits.
- **Additional Opportunities:** Marketing and special deals with local businesses and restaurants create more visibility for the facility and drives families to stay in the area for longer, creating a larger impact.





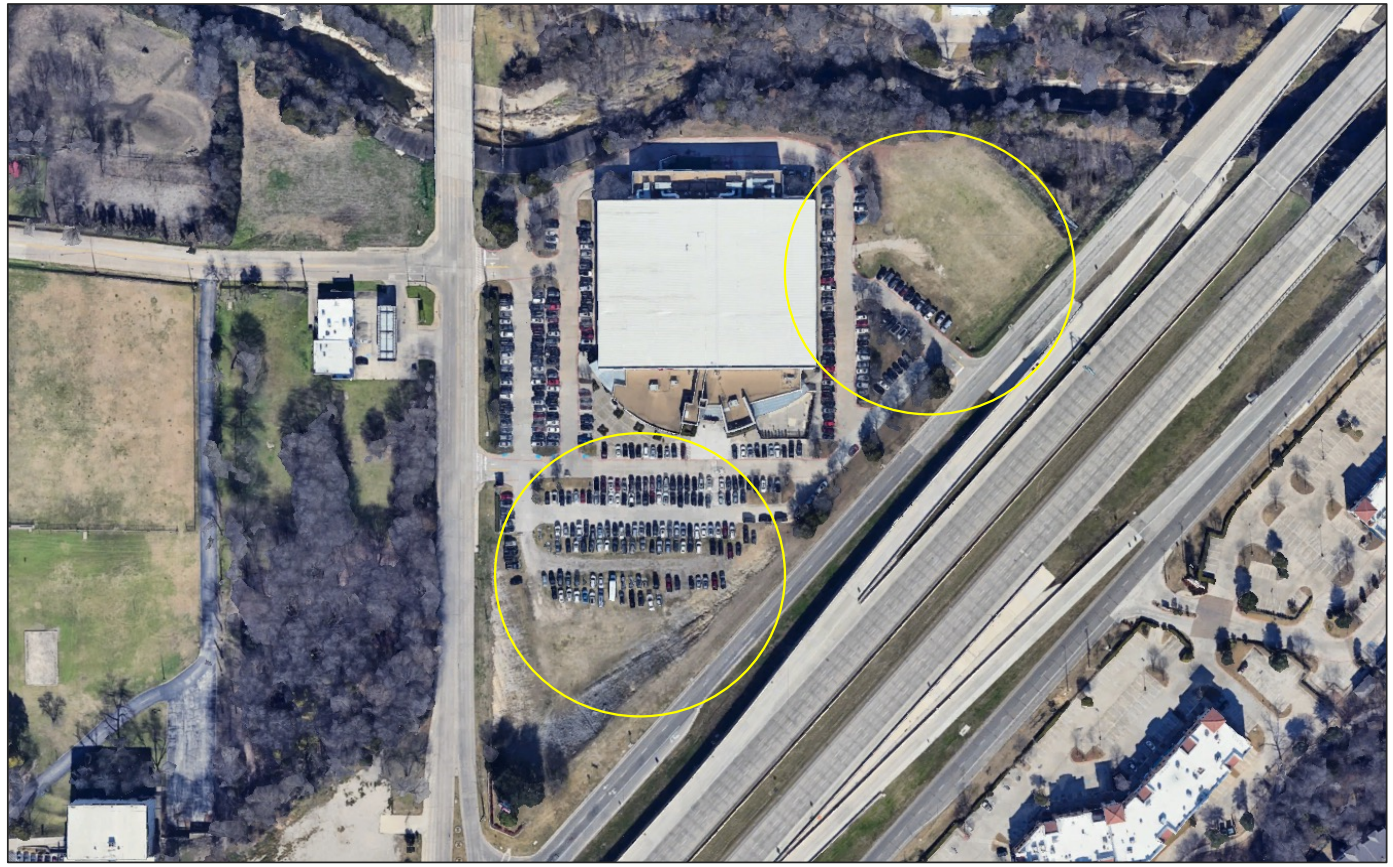
Facility Challenges

The Duncanville Fieldhouse is equipped with 300 parking spots.

Multiple users of the Duncanville Fieldhouse have indicated that when hosting larger events at the facility, people are forced to move to the grass. This can be especially challenging when weather interferes.

There are opportunities to expand parking offerings to the east and south sides of the fieldhouse. Given the current limits with parking, switching from a parking fee to an entry fee may be more optimal.

User input has also suggested concerns with bathroom quality as well as presence of third-party vendors.



08

Implications & Recommendations



Conclusions

- **The Fieldhouse meets a critical local need**. There is strong appreciation for all the work of current management.
- Improvements to the **HVAC and the facility's debt maturity position** it for an improved financial position.
- **Facility management is highly regarded within the community** and has successfully **unlocked new revenue streams by monetizing underutilized assets**.
- **Economic impact and community benefit should be viewed as the return on investment for the City**. This will be quantified in Hunden's continued work and should be factored into the City's definition of a successful Fieldhouse.
- **Few, if any, available weekends exist throughout the year** where the facility is available or underutilized.
- Potential City organizational changes (i.e., **sports corporation/CVB**), that would staff, manage, and promote the Fieldhouse could provide benefits for staffing and other operational areas.



Path Forward – Pros & Cons

Current Operations

Pros

- The facility is affordable while fulfilling a vital need in the local community
- Management is well-regarded and has successfully generated revenue from underutilized assets

Cons

- The City bears the financial burden of maintenance & major capital expenditures
- The facility lacks a structured sales and marketing strategy

Third-Party Management Group

Pros

- A competitive bid process can be structured to require third-party investment in the facility
- Opportunity to attract larger tournaments, increasing revenue and profitability

Cons

- Local users may face displacement or higher costs due to event scheduling and pricing changes
- The City will likely remain responsible for ongoing facility maintenance costs

Privatize & Release City from Ownership

Pros

- Generates property tax revenue, contributing to the local economy
- Reduces the City's financial burden by transferring responsibility to a third party

Cons

- Risk of shifting priorities from community benefits to profits-driven operations
- Loss of public control, with potential for resale or facility closure

09

Demand & Financial Projections



Projections Overview

Hunden assessed two future scenarios of the Duncanville Fieldhouse to better inform the City of Duncanville on future potential managerial decisions for the complex. In this section Hunden also provides a high-level assessment of value of the asset.

Current City Management	Private Management
Maintain current operations	Competitive selection of a new management team
Improve upon current offerings	Potential to tie into larger tournament network
	Potential for displacement of local/existing users

Current Management

Event Projections

Utilizing historical booked events, leagues and summer camp detail as well as conversations with current management, Hunden projected future event bookings for the Duncanville Fieldhouse.

There are opportunities to grow the event base within the Fieldhouse, however, there are few if any available weekends during the core tournament season. Attracting larger tournaments is unlikely given the size of the Fieldhouse, however, if a new event is attracted it would likely displace current business in the building.

Duncanville Fieldhouse Event Projections	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Events by Type										
Basketball/Volleyball Camps	13	13	13	13	13	13	13	13	13	13
Jiu Jitsu / MMA	11	11	11	11	11	11	11	11	11	11
Basketball Tournaments	50	50	50	50	50	50	50	50	50	50
Volleyball Tournaments	1	1	1	2	2	2	2	2	2	2
Cheer/Dance	1	1	1	1	1	1	1	1	1	1
Leagues	33	33	33	33	33	33	33	33	33	33
Summer Camps	3	3	3	3	3	3	3	3	3	3
Banquets/Special Events	7	7	7	7	7	7	7	7	7	7
Total	**119**	**119**	**119**	**120**	**120**	**120**	**120**	**120**	**120**	**120**
Event Days by Type										
Basketball/Volleyball Camps	26	26	26	26	26	26	26	26	26	26
Jiu Jitsu / MMA	14	14	14	14	14	14	14	14	14	14
Basketball Tournaments	100	100	100	100	100	100	100	100	100	100
Volleyball Tournaments	2	2	2	4	4	4	4	4	4	4
Cheer/Dance	1	1	1	1	1	1	1	1	1	1
Leagues	99	99	99	99	99	99	99	99	99	99
Summer Camps	105	105	105	105	105	105	105	105	105	105
Banquets/Special Events	7	7	7	7	7	7	7	7	7	7
Total	**354**	**354**	**354**	**356**	**356**	**356**	**356**	**356**	**356**	**356**

Source: Hunden Partners

Attendance Projections

Daily rentals and tenant utilization account for the majority of attendance projections throughout the year, followed by basketball tournaments. Hunden projects the Fieldhouse to induce approximately 318,000 visits per year.

Duncanville Fieldhouse Event Projections	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Average Attendance by Type										
Basketball/Volleyball Camps	188	188	188	188	188	188	188	188	188	188
Jiu Jitsu / MMA	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138
Basketball Tournaments	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950
Volleyball Tournaments	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Cheer/Dance	300	300	300	300	300	300	300	300	300	300
Leagues	585	585	585	585	585	585	585	585	585	585
Summer Camps	225	225	225	225	225	225	225	225	225	225
Banquets/Special Events	250	250	250	250	250	250	250	250	250	250
Total Attendance by Type										
Daily Rental & Tenants	181,896	181,896	181,896	181,896	181,896	181,896	181,896	181,896	181,896	181,896
Basketball/Volleyball Camps	2,438	2,438	2,438	2,438	2,438	2,438	2,438	2,438	2,438	2,438
Jiu Jitsu / MMA	12,513	12,513	12,513	12,513	12,513	12,513	12,513	12,513	12,513	12,513
Basketball Tournaments	97,500	97,500	97,500	97,500	97,500	97,500	97,500	97,500	97,500	97,500
Volleyball Tournaments	1,200	1,200	1,200	2,400	2,400	2,400	2,400	2,400	2,400	2,400
Cheer/Dance	300	300	300	300	300	300	300	300	300	300
Leagues	19,305	19,305	19,305	19,305	19,305	19,305	19,305	19,305	19,305	19,305
Summer Camps	675	675	675	675	675	675	675	675	675	675
Banquets/Special Events	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750
Total	**317,576**	**317,576**	**317,576**	**318,776**	**318,776**	**318,776**	**318,776**	**318,776**	**318,776**	**318,776**

Source: Hunden Partners

Proforma – Current Management

Duncanville Fieldhouse Proforma ($000s)	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Revenues										
(+) Facility Rental - Events/Tournaments	$ 533	$ 549	$ 560	$ 585	$ 602	$ 620	$ 639	$ 658	$ 678	$ 698
(+) Facility Rental - Daily Rental	$ 179	$ 185	$ 190	$ 196	$ 202	$ 208	$ 214	$ 220	$ 227	$ 234
(+) Concessions, Gross	$ 489	$ 503	$ 518	$ 536	$ 553	$ 569	$ 586	$ 604	$ 622	$ 641
(+) Lease revenue	$ 123	$ 127	$ 130	$ 134	$ 138	$ 143	$ 147	$ 151	$ 156	$ 160
(+) Advertising and Sponsorship	$ 115	$ 118	$ 122	$ 126	$ 129	$ 133	$ 137	$ 141	$ 146	$ 150
(+) Security	$ 54	$ 56	$ 57	$ 59	$ 61	$ 63	$ 64	$ 66	$ 68	$ 70
(+) Other	$ 132	$ 136	$ 139	$ 145	$ 149	$ 154	$ 158	$ 163	$ 168	$ 173
Total	**$ 1,625**	**$ 1,674**	**$ 1,717**	**$ 1,781**	**$ 1,834**	**$ 1,889**	**$ 1,946**	**$ 2,004**	**$ 2,064**	**$ 2,126**
Expenses										
(-) Salaries, Wages & Benefits	$ 602	$ 620	$ 639	$ 658	$ 678	$ 698	$ 719	$ 740	$ 763	$ 785
(-) General & Admin	$ 96	$ 98	$ 101	$ 104	$ 108	$ 111	$ 114	$ 118	$ 121	$ 125
(-) Utllities	$ 30	$ 31	$ 32	$ 33	$ 34	$ 35	$ 36	$ 37	$ 38	$ 39
(-) Concessions	$ 249	$ 257	$ 264	$ 274	$ 282	$ 290	$ 299	$ 308	$ 317	$ 327
(-) Repairs & Maintenance	$ 40	$ 41	$ 42	$ 43	$ 45	$ 46	$ 47	$ 49	$ 50	$ 52
(-) Insurance	$ 19	$ 19	$ 20	$ 20	$ 21	$ 22	$ 22	$ 23	$ 24	$ 24
(-) Advertising & Other	$ 14	$ 15	$ 15	$ 16	$ 16	$ 17	$ 17	$ 18	$ 18	$ 19
(-) Contract Services	$ 495	$ 510	$ 525	$ 541	$ 557	$ 574	$ 591	$ 609	$ 627	$ 646
Total	**$ 1,544**	**$ 1,590**	**$ 1,638**	**$ 1,689**	**$ 1,739**	**$ 1,792**	**$ 1,845**	**$ 1,901**	**$ 1,958**	**$ 2,016**
Net Operating Income	**$ 81**	**$ 83**	**$ 79**	**$ 92**	**$ 95**	**$ 98**	**$ 100**	**$ 103**	**$ 107**	**$ 110**

Source: Hunden Partners

Rental revenue is expected to generate the most revenue, followed by concessions/catering. Lease revenue is generated through the onsite spaces that current management has turned into revenue generating space. Revenues and expenses are adjusted accordingly for inflation over the next 10 years.

Hunden projects the Fieldhouse to generate approximately $80,000 to $100,000 per year in operating profit. The facility will have no longer have any debt obligations, which will lessen the overall financial strain from the city. Major capital expenditures would still need to be made by the City. With an improved financial position and repairs made to the building, a reserve fund should be considered.

Daytrips & Overnights

Duncanville Fieldhouse Impact Projections - Visitors	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Total Visits	317,576	317,576	317,576	318,776	318,776	318,776	318,776	318,776	318,776	318,776
Grouping by Type										
Daily Rentals	181,896	181,896	181,896	181,896	181,896	181,896	181,896	181,896	181,896	181,896
Court Tournaments	133,930	133,930	133,930	135,130	135,130	135,130	135,130	135,130	135,130	135,130
Other	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750
Total	**317,576**	**317,576**	**317,576**	**318,776**	**318,776**	**318,776**	**318,776**	**318,776**	**318,776**	**318,776**
# Daytrips										
Daily Rentals	178,258	178,258	178,258	178,258	178,258	178,258	178,258	178,258	178,258	178,258
Court Tournaments	117,858	117,858	117,858	118,914	118,914	118,914	118,914	118,914	118,914	118,914
Other	1,663	1,663	1,663	1,663	1,663	1,663	1,663	1,663	1,663	1,663
Total	**297,779**	**297,779**	**297,779**	**298,835**	**298,835**	**298,835**	**298,835**	**298,835**	**298,835**	**298,835**
# Overnights										
Daily Rentals	3,638	3,638	3,638	3,638	3,638	3,638	3,638	3,638	3,638	3,638
Court Tournaments	16,072	16,072	16,072	16,216	16,216	16,216	16,216	16,216	16,216	16,216
Other	88	88	88	88	88	88	88	88	88	88
Total	**19,797**	**19,797**	**19,797**	**19,941**	**19,941**	**19,941**	**19,941**	**19,941**	**19,941**	**19,941**

Source: Hunden Partners

The Fieldhouse induces daytrips and overnight stays through its events. Hunden projects that in 2025 the Fieldhouse will generate nearly 20,000 overnights, with a vast majority of visitation occurring from drive in local and regionals visitors.

Room Nights

Duncanville Fieldhouse	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Overnighters	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
# Overnights Generated										
Daily Rentals	3,638	3,638	3,638	3,638	3,638	3,638	3,638	3,638	3,638	3,638
Court Tournaments	16,072	16,072	16,072	16,216	16,216	16,216	16,216	16,216	16,216	16,216
Other	88	88	88	88	88	88	88	88	88	88
Total	19,797	19,797	19,797	19,941	19,941	19,941	19,941	19,941	19,941	19,941
# Overnights (% In Duncanville)										
Daily Rentals	2,183	2,183	2,183	2,183	2,183	2,183	2,183	2,183	2,183	2,183
Court Tournaments	9,643	9,643	9,643	9,729	9,729	9,729	9,729	9,729	9,729	9,729
Other	53	53	53	53	53	53	53	53	53	53
Total	**11,878**	**11,878**	**11,878**	**11,965**	**11,965**	**11,965**	**11,965**	**11,965**	**11,965**	**11,965**
Room Nights Generated (In Duncanville)										
Daily Rentals	1,091	1,091	1,091	1,091	1,091	1,091	1,091	1,091	1,091	1,091
Court Tournaments	3,444	3,444	3,444	3,475	3,475	3,475	3,475	3,475	3,475	3,475
Other	28	28	28	28	28	28	28	28	28	28
Total	**4,563**	**4,563**	**4,563**	**4,594**	**4,594**	**4,594**	**4,594**	**4,594**	**4,594**	**4,594**

Source: Hunden Partners

Of the nearly 20,000 overnights, many will be captured within Duncanville hotels, however, many will be leaked to hotels in surrounding cities given the proximity of competing hotels. Hunden projects that room night generation from the Fieldhouse in 2025 to be approximately 4,600 room nights. These projections support the following economic impact projections.

Third-Party Private Management

Event Projections

Potential new management of the Fieldhouse would likely bring a new strategy towards tournament bookings and overall management of the building.

Hunden expects that a new management group would be able to expand the event bookings within the building by taping into an existing rotating tournament network. Many of the national private management groups build and benefit from the creation of a strong tournament network. However, with that will likely come the displacement of current users of the building, resulting in a marginal overall increase expected.

Duncanville Fieldhouse Event Projections	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Events by Type										
Basketball/Volleyball Camps	13	14	15	15	15	15	15	15	15	15
Jiu Jitsu / MMA	10	10	10	10	10	10	10	10	10	10
Basketball Tournaments	52	52	52	52	52	52	52	52	52	52
Volleyball Tournaments	5	8	10	10	10	10	10	10	10	10
Cheer/Dance	2	3	3	3	3	3	3	3	3	3
Leagues	38	40	42	42	42	42	42	42	42	42
Summer Camps	4	4	4	4	4	4	4	4	4	4
Banquets/Special Events	15	15	15	15	15	15	15	15	15	15
Total	**139**	**146**	**151**	**151**	**151**	**151**	**151**	**151**	**151**	**151**
Event Days by Type										
Basketball/Volleyball Camps	26	28	30	30	30	30	30	30	30	30
Jiu Jitsu / MMA	13	13	13	13	13	13	13	13	13	13
Basketball Tournaments	104	104	104	104	104	104	104	104	104	104
Volleyball Tournaments	10	16	20	20	20	20	20	20	20	20
Cheer/Dance	2	3	3	3	3	3	3	3	3	3
Leagues	114	120	126	126	126	126	126	126	126	126
Summer Camps	100	100	100	100	100	100	100	100	100	100
Banquets/Special Events	15	15	15	15	15	15	15	15	15	15
Total	**384**	**399**	**411**	**411**	**411**	**411**	**411**	**411**	**411**	**411**

Source: Hunden Partners

Attendance Projections

Hunden projects that with a new management company attendance within the venue would increase, however, on an average attendance per event type, attendance would remain largely unchanged with marginal increases seen for basketball and volleyball tournaments.

Duncanville Fieldhouse Event Projections	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Average Attendance by Type										
Basketball/Volleyball Camps	188	188	188	188	188	188	188	188	188	188
Jiu Jitsu / MMA	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138
Basketball Tournaments	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200
Volleyball Tournaments	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Cheer/Dance	300	300	300	300	300	300	300	300	300	300
Leagues	585	585	585	585	585	585	585	585	585	585
Summer Camps	225	225	225	225	225	225	225	225	225	225
Banquets/Special Events	250	250	250	250	250	250	250	250	250	250
Total Attendance by Type										
Daily Rental & Tenants	206,700	206,700	206,700	206,700	206,700	206,700	206,700	206,700	206,700	206,700
Basketball/Volleyball Camps	2,438	2,625	2,813	2,813	2,813	2,813	2,813	2,813	2,813	2,813
Jiu Jitsu / MMA	11,375	11,375	11,375	11,375	11,375	11,375	11,375	11,375	11,375	11,375
Basketball Tournaments	114,400	114,400	114,400	114,400	114,400	114,400	114,400	114,400	114,400	114,400
Volleyball Tournaments	6,000	9,600	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
Cheer/Dance	600	900	900	900	900	900	900	900	900	900
Leagues	22,230	23,400	24,570	24,570	24,570	24,570	24,570	24,570	24,570	24,570
Summer Camps	900	900	900	900	900	900	900	900	900	900
Banquets/Special Events	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750
Total	**368,393**	**373,650**	**377,408**	**377,408**	**377,408**	**377,408**	**377,408**	**377,408**	**377,408**	**377,408**

Source: Hunden Partners

Proforma – Private Management

Duncanville Fieldhouse Proforma ($000s)	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Net Revenues										
(+) Facility Rental - Events/Tournaments	$ 616	$ 657	$ 654	$ 673	$ 693	$ 714	$ 735	$ 757	$ 780	$ 803
(+) Facility Rental - Daily Rental	$ 222	$ 229	$ 236	$ 243	$ 250	$ 257	$ 265	$ 273	$ 281	$ 290
(+) Concessions, Gross	$ 572	$ 599	$ 624	$ 643	$ 662	$ 682	$ 702	$ 723	$ 745	$ 767
(+) Lease revenue	$ 135	$ 139	$ 143	$ 148	$ 152	$ 157	$ 161	$ 166	$ 171	$ 176
(+) Advertising and Sponsorship	$ 135	$ 139	$ 143	$ 148	$ 152	$ 157	$ 161	$ 166	$ 171	$ 176
(+) Security	$ 65	$ 67	$ 69	$ 71	$ 73	$ 75	$ 78	$ 80	$ 82	$ 85
(+) Other	$ 183	$ 193	$ 197	$ 203	$ 209	$ 215	$ 221	$ 228	$ 235	$ 242
Total	**$ 1,929**	**$ 2,024**	**$ 2,066**	**$ 2,127**	**$ 2,191**	**$ 2,256**	**$ 2,324**	**$ 2,394**	**$ 2,466**	**$ 2,540**
Expenses										
(-) Salaries, Wages & Benefits	$ 455	$ 469	$ 483	$ 497	$ 512	$ 527	$ 543	$ 560	$ 576	$ 594
(-) General & Admin	$ 102	$ 105	$ 108	$ 111	$ 115	$ 118	$ 122	$ 125	$ 129	$ 133
(-) Utllities	$ 30	$ 31	$ 32	$ 33	$ 34	$ 35	$ 36	$ 37	$ 38	$ 39
(-) Concessions	$ 292	$ 306	$ 318	$ 328	$ 338	$ 348	$ 358	$ 369	$ 380	$ 391
(-) Repairs & Maintenance	$ 85	$ 88	$ 90	$ 93	$ 96	$ 99	$ 101	$ 105	$ 108	$ 111
(-) Insurance	$ 22	$ 23	$ 23	$ 24	$ 25	$ 26	$ 26	$ 27	$ 28	$ 29
(-) Advertising & Other	$ 78	$ 80	$ 83	$ 85	$ 88	$ 90	$ 93	$ 96	$ 99	$ 102
(-) Contract Services	$ 495	$ 510	$ 525	$ 541	$ 557	$ 574	$ 591	$ 609	$ 627	$ 646
(-) Management Fee	**$ 174**	**$ 182**	**$ 186**	**$ 191**	**$ 197**	**$ 203**	**$ 209**	**$ 215**	**$ 222**	**$ 229**
(-) Reserves	**$ 77**	**$ 81**	**$ 83**	**$ 85**	**$ 88**	**$ 90**	**$ 93**	**$ 96**	**$ 99**	**$ 102**
Total	**$ 1,810**	**$ 1,874**	**$ 1,931**	**$ 1,989**	**$ 2,048**	**$ 2,110**	**$ 2,173**	**$ 2,238**	**$ 2,305**	**$ 2,375**
Net Operating Income	**$ 119**	**$ 150**	**$ 135**	**$ 138**	**$ 142**	**$ 147**	**$ 151**	**$ 155**	**$ 160**	**$ 165**

Source: Hunden Partners

With private management, Hunden expects that overall revenue that comes into the building to be higher compared to current operations. From an expense perspective, staffing costs would be lower for a private entity, however, increases would be expected from advertising, repairs and maintenance and from the introduction of management fees and a likely reserve account. Hunden projects the result to be a slight elevation in net operating profit compared to the current operations.

Daytrips & Overnights

Duncanville Fieldhouse Impact Projections - Visitors	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10
Total Visits	368,393	373,650	377,408	377,408	377,408	377,408	377,408	377,408	377,408	377,408
Grouping by Type										
Daily Rentals	206,700	206,700	206,700	206,700	206,700	206,700	206,700	206,700	206,700	206,700
Court Tournaments	157,943	163,200	166,958	166,958	166,958	166,958	166,958	166,958	166,958	166,958
Other	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750
Total	**368,393**	**373,650**	**377,408**	**377,408**	**377,408**	**377,408**	**377,408**	**377,408**	**377,408**	**377,408**
# Daytrips										
Daily Rentals	202,566	202,566	202,566	202,566	202,566	202,566	202,566	202,566	202,566	202,566
Court Tournaments	126,354	130,560	133,566	133,566	133,566	133,566	133,566	133,566	133,566	133,566
Other	3,450	3,450	3,450	3,450	3,450	3,450	3,450	3,450	3,450	3,450
Total	**332,370**	**336,576**	**339,582**	**339,582**	**339,582**	**339,582**	**339,582**	**339,582**	**339,582**	**339,582**
# Overnights										
Daily Rentals	4,134	4,134	4,134	4,134	4,134	4,134	4,134	4,134	4,134	4,134
Court Tournaments	31,589	32,640	33,392	33,392	33,392	33,392	33,392	33,392	33,392	33,392
Other	300	300	300	300	300	300	300	300	300	300
Total	**36,023**	**37,074**	**37,826**	**37,826**	**37,826**	**37,826**	**37,826**	**37,826**	**37,826**	**37,826**

Source: Hunden Partners

A private management group would be expected to attract tournaments with teams from further away resulting in an increase of overnights to the area. Hunden projects the Fieldhouse under private management to generate an estimated 36,000 overnights.

Room Nights

Duncanville Fieldhouse	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Overnighters	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
# Overnights Generated										
Daily Rentals	4,134	4,134	4,134	4,134	4,134	4,134	4,134	4,134	4,134	4,134
Court Tournaments	31,589	32,640	33,392	33,392	33,392	33,392	33,392	33,392	33,392	33,392
Other	300	300	300	300	300	300	300	300	300	300
Total	36,023	37,074	37,826	37,826	37,826	37,826	37,826	37,826	37,826	37,826
# Overnights (% In Duncanville)										
Daily Rentals	2,480	2,480	2,480	2,480	2,480	2,480	2,480	2,480	2,480	2,480
Court Tournaments	18,953	19,584	20,035	20,035	20,035	20,035	20,035	20,035	20,035	20,035
Other	180	180	180	180	180	180	180	180	180	180
Total	**21,614**	**22,244**	**22,695**	**22,695**	**22,695**	**22,695**	**22,695**	**22,695**	**22,695**	**22,695**
Room Nights Generated (In Duncanville)										
Daily Rentals	1,240	1,240	1,240	1,240	1,240	1,240	1,240	1,240	1,240	1,240
Court Tournaments	6,769	6,994	7,155	7,155	7,155	7,155	7,155	7,155	7,155	7,155
Other	95	95	95	95	95	95	95	95	95	95
Total	**8,104**	**8,329**	**8,490**	**8,490**	**8,490**	**8,490**	**8,490**	**8,490**	**8,490**	**8,490**

Source: Hunden Partners

Of the estimated 36,000 overnights, many will be captured within Duncanville hotels, however, many will be leaked to hotels in surrounding cities given the proximity of competing hotels. Hunden projects that room night generation from the Fieldhouse in 2025 to be approximately 8,100 room nights, benefiting local hotel tax collections slightly more than current operations, which will be further detailed in the following section.

Assessment of Value – Sale

Facilities Currently Listed for Sale

To provide an estimation of value of the building and overall site, Hunden assessed relevant facilities that are currently listed for sale or have been recently transacted. There are three relevant assets currently listed for sale in the State of Texas.



Win Kids Sports Center
Flower Mound, TX

Total Rentable SF: **27,236**

Price: **$4,250,000**

Price PSF: **$151.79**

Cap Rate: **6.74%**



Premier Sportsplex
Lubbock, TX

Total Rentable SF: **61,013**

Price: **$4,720,000**

Price PSF: **$77.36**

Cap Rate: **9.26%**



LA Fitness
Prosper, TX

Total Rentable SF: **37,000**

Price: **$12,321,000**

Price PSF: **$333.00**

Cap Rate: **6.00%**

Facility Sale Comparables

The following facilities transacted recently a provide a high-level assessment of value of the Fieldhouse. When taking into the current market listings, past transactions and market conditions, **Hunden estimates the value of the Fieldhouse to be between $9.2 million and $13.8 million, or an estimated $80 to $120 per square foot.**



Location: **Richmond, TX**
Sale Price**: $10.9 million**
Price PSF: **$200 PSF**
Square Footage: **62,132 SF**
Date: **September 2023**
Buyer: **Fort Bend County**



Location: **Oklahoma City, OK**
Sale Price: **$1.83 million**
Price PSF: **$178.5 PSF**
Square Footage: **10,244 SF**
Date: **January 2025**
Buyer: **Candelaria Investments, Inc.**



Location: **Houston, TX**
Sale Price: **$9.3 million**
Price PSF: **$185 PSF**
Square Footage: **240,016 SF**
Date: **November 2019**
Buyer: **Primestor Development, Inc.**

10

Economic, Fiscal and Employment Impact



Introduction to Impacts

Hunden uses the IMPLAN input-output multiplier model, which determines the level of additional activity in the local economy due to additional inputs. For example, for every dollar of direct spending in the City of Duncanville from visitors that visit the Fieldhouse, the IMPLAN model provides multipliers for the indirect and induced spending that will result.

Indirect Impacts are the supply of goods and services resulting from the initial direct spending. For example, a visitor's direct expenditure on a hotel room causes the hotel to purchase linens and other items from suppliers. The portion of these hotel purchases that are within the local economy is considered an indirect economic impact.

Induced Impacts embody the change in spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income as a result of the induced customer's visit. The amount of the increased income that the employee spends in the area is considered an induced impact.

Employment Impacts include the employment provided not only onsite, but due to the spending associated with it. For example, the direct, indirect and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. Hunden will show the number of ongoing jobs supported by the project and provide the resulting income generated.

Fiscal Impacts represent the tax revenue collected by the City of Duncanville due to the economic activity generated or supported by the Fieldhouse. The fiscal impact represents the government's share of total economic benefit. The most relevant tax streams that flows directly to the City of Duncanville include sales tax and hotel tax.

Spending Impact

Current Management Structure

Hunden classifies spending in five categories: food & beverage, lodging, retail, transportation and other. It is estimated that the Fieldhouse under the current management structure will contribute to over $263 million in gross spending impact over the 30-year time frame in the City of Duncanville. Combined total spending impact, inclusive of indirect and induced spending, is expected to be nearly $439 million over 30 years.

Gross Spending in City of Duncanville, TX ($000s) - Duncanville Fieldhouse

Gross Spending in Ducanville	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2034 Year 10	2044 Year 20	2054 Year 30	Total	Average
Food & Beverage	$ 2,999	$ 3,089	$ 3,182	$ 3,290	$ 3,389	$ 3,928	$ 3,808	$ 5,118	**$ 112,905**	**$ 3,763**
Lodging	$ 653	$ 673	$ 693	$ 719	$ 741	$ 859	$ 1,154	$ 1,551	**$ 31,292**	**$ 1,043**
Retail	$ 1,141	$ 1,175	$ 1,210	$ 1,251	$ 1,289	$ 1,494	$ 1,315	$ 1,768	**$ 40,203**	**$ 1,340**
Transportation	$ 1,649	$ 1,698	$ 1,749	$ 1,809	$ 1,863	$ 2,160	$ 1,950	$ 2,621	**$ 59,120**	**$ 1,971**
Other	$ 559	$ 575	$ 593	$ 612	$ 631	$ 731	$ 637	$ 856	**$ 19,533**	**$ 651**
Total	**$ 7,001**	**$ 7,211**	**$ 7,427**	**$ 7,681**	**$ 7,912**	**$ 9,172**	**$ 8,865**	**$ 11,913**	**$ 263,053**	**$ 8,768**

Gross Direct, Indirect & Induced Spending in City of Duncanville, TX ($000s) - Duncanville Fieldhouse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 20	Year 30	Total	Average
Direct	$ 7,001	$ 7,211	$ 7,427	$ 7,681	$ 7,912	$ 9,172	$ 8,865	$ 11,913	**$ 263,053**	**$ 8,768**
Indirect	$ 2,548	$ 2,624	$ 2,703	$ 2,796	$ 2,880	$ 3,338	$ 3,295	$ 4,428	**$ 97,147**	**$ 3,238**
Induced	$ 2,078	$ 2,140	$ 2,204	$ 2,280	$ 2,348	$ 2,722	$ 2,651	$ 3,563	**$ 78,491**	**$ 2,616**
Total	**$ 11,626**	**$ 11,975**	**$ 12,334**	**$ 12,756**	**$ 13,139**	**$ 15,232**	**$ 14,811**	**$ 19,904**	**$ 438,692**	**$ 14,623**

Source: Hunden Partners

Earning & FTE Jobs

Current Management Structure

The Fieldhouse generates employment both onsite and throughout the community as a result of the direct, indirect, and induced economic activity it produces. Over a 30-year period, total gross earnings within the City of Duncanville are projected to reach nearly $28 million. Employment impacts are measured in full-time equivalent (FTE) jobs, which include positions directly associated with operations at the Duncanville Fieldhouse, as well as jobs supported through spending across the local economy. On average, the Fieldhouse is expected to support approximately 13 FTE jobs annually.

Gross Earnings & FTE Jobs from Direct, Indirect & Induced Spending ($000s) - Duncanville Fieldhouse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 20	Year 30	Total	Average
Earnings - Residents										
From Direct	$ 447	$ 460	$ 474	$ 490	$ 505	$ 586	$ 565	$ 759	**$ 16,777**	**$ 559**
From Indirect	$ 158	$ 163	$ 168	$ 174	$ 179	$ 207	$ 204	$ 274	**$ 6,024**	**$ 201**
From Induced	$ 133	$ 137	$ 142	$ 146	$ 151	$ 175	$ 170	$ 229	**$ 5,042**	**$ 168**
Total	**$ 739**	**$ 761**	**$ 784**	**$ 810**	**$ 835**	**$ 968**	**$ 940**	**$ 1,263**	**$ 27,843**	**$ 928**
FTE Jobs - Residents									**Max**	**Average**
From Direct	11	11	11	11	11	11	8	8	**11**	**9**
From Indirect	2	2	2	2	2	2	2	2	**2**	**2**
From Induced	2	2	2	2	2	2	2	2	**2**	**2**
Total	**16**	**16**	**16**	**16**	**16**	**16**	**12**	**12**	**16**	**13**

Source: Hunden Partners

Fiscal Impact

Current Management Structure

This table estimates the gross local tax revenue generated by the Duncanville Fieldhouse over a 30-year period, broken down by City Sales Tax and City Hotel Tax. Local City Sales and Hotel Tax is estimated to total $7.45 million over the 30-year period. In year 1, total tax revenue is $186,000, nearly doubling by 2030 to $347,000 reflecting increased visitation, inflationary impacts, or rising spending over time.

Gross Taxes Generated - City of Duncanville ($000s)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 20	Year 30	Total	Average
Local Taxes										
City Sales Tax (2%)	$ 140	$ 144	$ 149	$ 154	$ 158	$ 183	$ 177	$ 238	**$ 5,261**	**$ 175**
City Hotel Tax (7%)	$ 46	$ 47	$ 49	$ 50	$ 52	$ 60	$ 81	$ 109	**$ 2,190**	**$ 73**
Total	**$ 186**	**$ 191**	**$ 197**	**$ 204**	**$ 210**	**$ 244**	**$ 258**	**$ 347**	**$ 7,452**	**$ 248**

Source: Hunden Partners

Spending Impact

Private Management Structure

It is estimated that the Fieldhouse under a private management structure will contribute to over $354 million in gross spending impact over the 30-year time frame in the City of Duncanville. Combined total spending impact, inclusive of indirect and induced spending, is expected to be nearly $593 million over 30 years. Increased spending impacts are attributed to slight increase in the number of tournaments and events and a shift towards events with more long-distance visitors.

Gross Spending in City of Duncanville, TX ($000s) - Duncanville Fieldhouse

Gross Spending in Ducanville	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2034 Year 10	2044 Year 20	2054 Year 30	Total	Average
Food & Beverage	$ 3,653	$ 3,819	$ 3,975	$ 4,094	$ 4,217	$ 4,888	$ 4,917	$ 6,608	**$ 144,079**	**$ 4,803**
Lodging	$ 1,189	$ 1,260	$ 1,324	$ 1,364	$ 1,405	$ 1,629	$ 2,189	$ 2,942	**$ 59,301**	**$ 1,977**
Retail	$ 1,368	$ 1,429	$ 1,486	$ 1,531	$ 1,577	$ 1,828	$ 1,679	$ 2,256	**$ 50,587**	**$ 1,686**
Transportation	$ 1,989	$ 2,079	$ 2,164	$ 2,229	$ 2,296	$ 2,661	$ 2,507	$ 3,370	**$ 74,948**	**$ 2,498**
Other	$ 684	$ 714	$ 743	$ 765	$ 788	$ 914	$ 839	$ 1,128	**$ 25,293**	**$ 843**
Total	**$ 8,883**	**$ 9,301**	**$ 9,692**	**$ 9,983**	**$ 10,282**	**$ 11,920**	**$ 12,132**	**$ 16,304**	**$ 354,208**	**$ 11,807**

Gross Direct, Indirect & Induced Spending in City of Duncanville, TX ($000s) - Duncanville Fieldhouse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 20	Year 30	Total	Average
Direct	$ 8,883	$ 9,301	$ 9,692	$ 9,983	$ 10,282	$ 11,920	$ 12,132	$ 16,304	**$ 354,208**	**$ 11,807**
Indirect	$ 3,277	$ 3,433	$ 3,579	$ 3,686	$ 3,797	$ 4,402	$ 4,577	$ 6,151	**$ 132,795**	**$ 4,426**
Induced	$ 2,648	$ 2,773	$ 2,890	$ 2,977	$ 3,066	$ 3,555	$ 3,646	$ 4,900	**$ 106,215**	**$ 3,541**
Total	**$ 14,808**	**$ 15,508**	**$ 16,161**	**$ 16,646**	**$ 17,145**	**$ 19,876**	**$ 20,355**	**$ 27,355**	**$ 593,218**	**$ 19,774**

Source: Hunden Partners

Earning & FTE Jobs

Private Management Structure

Under third-party management, the Duncanville Fieldhouse is projected to generate jobs from both onsite and throughout the community, driven by the direct, indirect, and induced economic activity it supports. Total gross earnings within the City of Duncanville are projected to reach approximately $37 million, an increase from the $28 million estimated under current operations. The Fieldhouse is expected to support an average of 18 full-time equivalent jobs annually, compared to 13 under current operations.

Gross Earnings & FTE Jobs from Direct, Indirect & Induced Spending ($000s) - Duncanville Fieldhouse

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 20	Year 30	Total	Average
Earnings - Residents										
From Direct	$ 566	$ 593	$ 618	$ 636	$ 655	$ 760	$ 772	$ 1,037	**$ 22,541**	**$ 751**
From Indirect	$ 203	$ 213	$ 222	$ 229	$ 235	$ 273	$ 283	$ 381	**$ 8,225**	**$ 274**
From Induced	$ 170	$ 178	$ 186	$ 191	$ 197	$ 228	$ 234	$ 315	**$ 6,823**	**$ 227**
Total	**$ 939**	**$ 984**	**$ 1,025**	**$ 1,056**	**$ 1,088**	**$ 1,261**	**$ 1,289**	**$ 1,733**	**$ 37,588**	**$ 1,253**
FTE Jobs - Residents									**Max**	**Average**
From Direct	15	15	15	15	15	15	12	12	**15**	**13**
From Indirect	3	3	3	3	3	3	2	2	**3**	**3**
From Induced	3	3	3	3	3	3	2	2	**3**	**3**
Total	**21**	**21**	**21**	**21**	**21**	**21**	**16**	**16**	**21**	**18**

Source: Hunden Partners

Fiscal Impact

Private Management Structure

Under third-party management, the Duncanville Fieldhouse is projected to generate approximately $11.2 million in gross local tax revenue for the City of Duncanville over a 30-year period. This includes revenue from both City Sales Tax and City Hotel Tax. Compared to current operations, which are estimated to generate $7.5 million in local taxes, third-party management is expected to be able to drive events into the building that increase city tax revenues.

Gross Taxes Generated - City of Duncanville ($000s)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 20	Year 30	Total	Average
Local Taxes										
City Sales Tax (2%)	$ 178	$ 186	$ 194	$ 200	$ 206	$ 238	$ 243	$ 326	**$ 7,084**	**$ 236**
City Hotel Tax (7%)	$ 83	$ 88	$ 93	$ 95	$ 98	$ 114	$ 153	$ 206	**$ 4,151**	**$ 138**
Total	**$ 261**	**$ 274**	**$ 287**	**$ 295**	**$ 304**	**$ 352**	**$ 396**	**$ 532**	**$ 11,235**	**$ 375**

Source: Hunden Partners

Impact Summary & Comparison

- Private management is expected to be able to drive more impact to the City of Duncanville. **However, this is contingent on the agreement put in place and alignment of incentives for the operator selected.**
- A portion of the non-quantifiable community benefits of the local users that call the Fieldhouse home may be at risk.
- **Increased impact under a private management structure is not guaranteed;** it depends heavily on the quality of the selected team, their reputation, and the strength of the managerial staff assigned to the Fieldhouse.

30-Year Summary of Impacts
Duncanville Fieldhouse Current vs. Private Management

	Current	Private Mgmt.
Gross Spending	**(millions)**	**(millions)**
Direct	$263	$354
Indirect	$97	$133
Induced	$78	$106
Total	**$439**	**$593**
Gross Earnings	**(millions)**	**(millions)**
From Direct	$17	$23
From Indirect	$6	$8
From Induced	$5	$7
Total	**$28**	**$38**
Gross FTEs	**(Peak)**	**(Peak)**
From Direct	11	15
From Indirect	2	3
From Induced	2	3
Total	**16**	**21**
Gross Tax Impact	**(millions)**	**(millions)**
City Sales Tax (2%)	$5.3	$7.1
City Hotel Tax (7%)	$2.2	$4.2
Total	**$7.5**	**$11.2**

Source: Hunden Partners

hunden partners

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Hunden Strategic Partners is a full-service real estate development advisory practice specializing in destination assets.

With professionals in Chicago, San Diego, Indianapolis and Minneapolis, Hunden provides a variety of services for all stages of destination development in:

- Real Estate Market & Financial Feasibility
- Economic, Fiscal & Employment Impact Analysis (Cost/Benefit)
- Organizational Development
- Public Incentive Analysis
- Economic and Tourism Policy/Legislation Consulting
- Research & Statistical Analysis
- Developer Solicitation & Selection

The firm and its principal have performed more than 1,000 studies over the past 20 years, with more than $20 billion in built, successful projects.

Assessment of Current Operations

Key Opportunities

City Control & Public Mission
Ensure the facility continues to serve community needs, remaining a valued public asset while optimizing operational efficiency.

Affordability & Accessibility
Offer affordable, youth-focused programs and local leagues that maintain profitability and long-term sustainability.

Established Community Presence
Strengthen public appreciation for the facility and further demonstrate its economic impact on the community.

Key Considerations

Lack of Sales & Marketing Strategy
Without a dedicated promotional effort, the venue may struggle to attract large tournaments and external revenue opportunities.

Financial Strain on the City
If the facility operates at a loss, the city will need cover shortfalls, potentially diverting funds from other essential services.

Limited Innovation & Growth
As a government-run entity, the facility may face challenges adapting quickly to evolving market trends and demands.

Evaluating Private Management

Key Opportunities

Business-Oriented Operations
A private operator could enhance efficiency, drive revenue, and reduce reliance on public funding for ongoing maintenance and staffing.

Increased Event Bookings
Experienced management firms bring valuable networks that could attract regional and national tournaments, boosting facility usage.

Potential for Profitability
Under private management, the facility has the potential to become self-sustaining or even profitable.

Key Considerations

Profit-Driven Approach
Private operators may prioritize revenue over community access, potentially limiting affordable programs for local youth.

Contract & Accountability Risks
A strong contract is essential to protect the city's interests, as poor management could still lead to financial issues.

Potential for Costly Transition & Loss of City Control
Transitioning to private management may incur upfront costs and disrupt existing programming, with the city losing some oversight over pricing, programming, and public benefits.

Consideration of Selling the Facility

Key Opportunities

Offloads Financial Responsibility
The city would no longer be responsible for maintenance, staffing, or operational costs, freeing up resources for other community needs.

Generates Property Tax Revenue
If sold to a private entity, the facility would contribute to the tax base, providing ongoing revenue.

Potential for Private Investment
A new owner may invest in facility upgrades or expansion, benefiting the local economy and increasing facility appeal.

Key Considerations

Loss of Public Control
The city would no longer have control over programming, pricing, or accessibility decisions, reducing its influence on public benefit.

Potential Shift Away from Community Focus
A private owner may prioritize profit over public access, potentially reducing youth programs and community engagement.

Risk of Ownership Changes
The facility could be resold, repurposed, or even closed in the future, which could impact its availability and alignment with community needs.

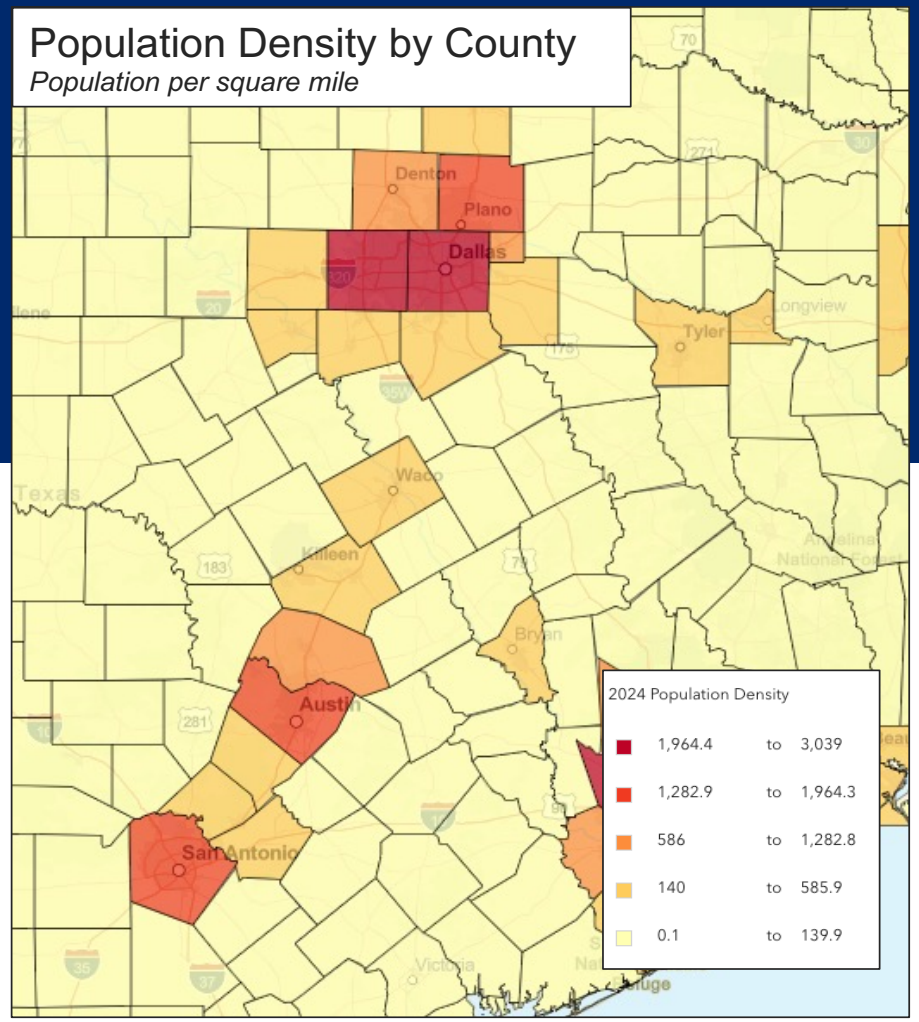
Local Sports Hub

- **Duncanville is a part of the Dallas-Fort Worth Metroplex, one the fastest growing MSAs in the United States.**
- **The capturable local population base provides the Duncanville Fieldhouse with a strong market opportunity.**
- **High school programs and professional camps indicate a robust regional talent pipeline in the local area.**

Estimated Drive-Time Statistics from Duncanville Fieldhouse (2024)

	30-Minute	60-Minute	90-Minute
Population	2,738,430	7,789,915	9,010,061
Households	1,012,878	2,833,328	3,288,655
Median Household Income	$73,556	$88,038	$85,776
Median Home Value	$316,942	$369,577	$359,033
Median Age	34.7	35.9	36.4

Source: ESRI



Local Indoor Sports Facility Supply

Local indoor facilities contain limited offerings compared to the Duncanville Fieldhouse and attract mostly local visitors.

While unsuitable for large tournaments, some facilities provide infrastructure for partnerships to attract larger tournaments in need of additional offsite courts.

Although some facilities lie outside of Duncanville's city limits, the city has an opportunity to facilitate partnerships with certain facilities when necessary.

City of Duncanville - Indoor Sports Facility Supply

Facility Name	Distance from Project Site	2024 Visits	2024 Visitors	% of Visits Over 25 Miles	% of Visits Over 100 Miles	Basketball	Volleyball	Indoor Turf
Duncanville Recreation Center	1.6	29,900	5,300	3.7%	–	1	2	-
Soccer Plaza	1.8	–	–	–	–	-	-	2
Duncanville High School	3.6	–	–	–	–	3	6	-
Cedar Hill High School	4.2	–	–	–	–	2	4	-
Jesse Owens Memorial Athletic Complex	4.9	143,000	124,500	8.9%	3.6%	1	2	-
Cedar Hill Recreation Center	5.0	165,500	35,800	5.1%	1.8%	2	4	-
DeSoto High School	5.0	–	–	–	–	2	4	-
DeSoto Recreation Center	5.1	51,400	14,900	10.1%	3.1%	2	4	-
Trinity Basin Preparatory Athletic Complex	6.1	40,800	18,700	22.5%	10.3%	3	6	-
***Average*/Total**	***4.14***	***86,120***	***39,840***	***10.1%***	***4.7%***	**16**	**32**	**2**
Duncanville Fieldhouse	**–**	**325,300**	**88,600**	**34%**	**14%**	**6**	**10**	**-**

"--" denotes insufficient or sensitive data

Source: Placer.ai & Various Sources

* Attendance data is filtered by all visit durations

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
City Council to receive a briefing by Matrix Consulting Group and discuss items relating to Police and Fire Analysis

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Matthew Stogner – Chief of Police
Chris Connealy - Fire Chief

BACKGROUND/HISTORY:
On April 16, 2024, the City Council approved an agreement with the Matrix Consulting Group to conduct a public safety operational analysis for Police and Fire. The Matrix Consulting Group will provide the City Council with the final analysis for both departments.

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 Staffing Study 05-06-25
Presentation - Matrix Study - Final Report - 05062025
Matrix Report for Duncanville Fire Report 2-3-25

Police Department Staffing Study

DUNCANVILLE, TEXAS

March 12, 2025

matrix consulting group

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1. Introduction and Executive Summary

The Matrix Consulting Group was retained by the City of Duncanville to conduct a comprehensive analysis of police operations to determine appropriate and optimum staffing levels while ensuring management of operations is efficient. This document provides the analysis and findings of that effort. Matrix Consulting Group, founded over 21 years ago, has extensive experience with similar assessments for over 400 police departments in Texas and across the country. Our firm has assisted police departments in improving workload balance, management, operations, and attaining 21st Century Policing goals.

(1) Scope of Work

The scope of this study included the assessment of current and projected law enforcement operations, response capabilities, staffing, and other resources necessary for the delivery of services to the city. A review of services and the delivery of those services should be performed periodically to ensure needs are being met. This project focused on the emergency services system delivery that included:

- Proactivity
- Resource allocations
- Current and projected staffing
- Management of resources
- Responsiveness to the public

The study and this final report include a police facility analysis and projections analyses that set the stage for longer-term planning in departmental operations.

(2) Approaches Utilized in the Study

Data utilized in this study was developed based on the work conducted by the project team, including.

- Interviews conducted with select staff. These interviews were supplemented by an employee survey, which all staff had the opportunity to complete.
- Collection and analysis of workload and service data.
- A review of operational documents and reports, budget data, organizational structure, and key practices.

- A survey was conducted for the community to provide input on public safety (police *and* fire) services.

(3) Strategic Improvement Opportunities

The following table provides a summary of short-term recommendations established in this report. The report itself should be reviewed to understand the factual basis behind each recommendation and the analysis leading to it.

Summary of Recommendations

#	Unit/Division	Recommendation
		Operations Bureau
A1	Patrol	Increase authorized patrol officer staffing by 2 FTE for a total of 34 FTE officers authorized.
A2		Increase traffic enforcement officer staffing by 2 FTE for a total of 4 FTE traffic enforcement officers.
A3		Increase patrol staffing by 2 FTE sergeants for a total of 6 FTE sergeants.
		Support Bureau
B1	Personnel & Training Division	Create and disseminate professional-grade recruiting materials with updated information on compensation and benefits, specialty and promotional opportunities, and wellness offerings.
B2		Create a Duncanville Police Department LinkedIn account.
B3		Integrate DEI principles into recruiting practices by assessing candidate demographics and conducting interviews of newly hired personnel related to inclusivity in the hiring process.
B4		Minimize the wait time within the hiring process by compressing all steps so that they are completed in a concise manner.
B5		Outline in both recruiting materials and in the interview process wellness offerings and benefits available to employees.
B6		Increase Personnel and Training Officer staffing by 1 FTE for a total of 2 FTEs.
B7		Require additional workload tracking for non-Duncanville CARE clients. Specific elements that should be tracked include the number of non-Duncanville intakes and follow-ups performed by the Duncanville CARE Officer, the number of meetings conducted that required two officers for safety purposes, and any other activities not currently documented.

#	Unit/Division	Recommendation
B8	Criminal Investigations Division	Maintain the current authorized staffing of 8 FTE detectives assigned to general investigations.
B9		Authorize 1 new sergeant position to oversee the recommended 7 caseload detectives.
B10		Continue to authorize 1 sergeant position to oversee the Narcotics Unit and Property and Evidence. Fill the 3 authorized Narcotics Unit detective positions requiring the addition of 2 detectives.
B11		Better utilize the Central Square RMS software to enhance detective case management consistent with the principles and characteristics discussed in this report.
B12		Continue to authorize 1 Secretary in the CID.
B13		Continue to authorize 1 Crime Victims Advocate in the CID.
B14		Continue to authorize 1 Crime Analyst in the CID. Explore a shared services arrangement with the two other "Tri-Cities" of Cedar Hill and DeSoto to regionalize crime analysis, and related staffing.
B15		Increase the Property and Evidence Unit from 2 current personnel by an additional 1 Evidence Technician position.
		Office of the Chief
C1	Records Unit	Increase Records Technician staffing by 1 FTE for a total of 3 FTE. This would result in one Senior Records Technician and two Records Technicians.
		Projected Staffing and Service Needs
D1	Projected Staffing	By 2034, decrease staffing by 1 sworn FTE in order to provide the same level of service that is recommended now.

2. Operations Bureau

The Operations Bureau at the Duncanville Police Department is overseen by a single (1) FTE Assistant Chief of Police. The Assistant Chief is responsible for the general oversight of the entire division and is directly supported by three FTE lieutenants, one assigned to the day shift and the remaining two assigned to the night shift. Sergeants directly support Lieutenants in the chain of command and are responsible for first-line supervision of the four patrol teams that are deployed within DPD operations.

The Assistant Chief of Police oversees the Bureau, and the Lieutenant positions are integral to the Bureau's overall functionality and should always be maintained.

1. Patrol Workload Analysis

The following sections analyze the patrol workload and other issues related to the effectiveness of field services.

(1) CAD Analysis Methodology

Our project team has calculated the community-generated workload of the police department by analyzing incident records in the computer-aided dispatch (CAD) database, covering the entirety of the calendar year 2023.

For incidents to be identified as community-generated calls for service and included in our analysis of patrol, each of the following conditions needs to be met:

- The incident must have been unique.
- The incident must have been first created in calendar year 2023.
- The incident must have involved at least one officer assigned to patrol, as identified by the individual unit codes of each response to the call.
- The incident type of the event must have sufficiently corresponded to a community-generated event. Call types that could be identified with a high level of certainty as being either self-initiated (e.g., traffic stops) or other kinds of activity generated by the police department (e.g., directed patrol) are not counted as community-generated calls for service.
- There must have been no major irregularities or issues with the data recorded for the incident that would prevent sufficient analysis, such as having no unit code or lack of time stamps.

After filtering through the data using the methodology outlined above, the remaining incidents represent the community-generated calls for service handled by DPD patrol units.

(2) Calls for Service by Hour and Weekday

The following table displays the total number of calls for service handled by patrol units by each hour and day of the week:

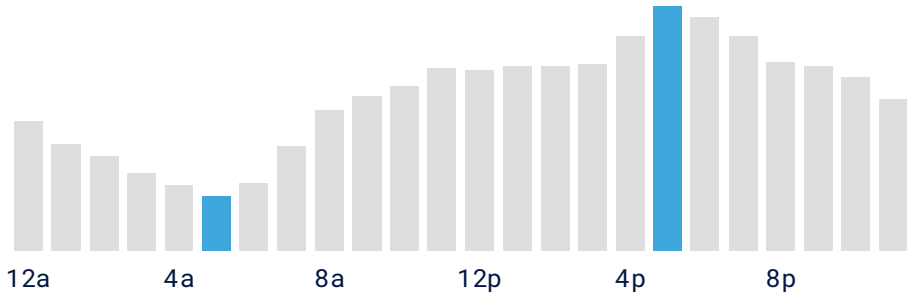
Calls for Service by Hour and Weekday

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
12 AM	189	89	78	85	77	85	130	733
1 AM	143	74	91	65	66	64	104	607
2 AM	122	71	74	64	58	57	92	538
3 AM	86	64	48	71	46	66	60	441
4 AM	56	49	56	44	54	58	58	375
5 AM	58	40	42	35	41	45	47	308
6 AM	52	57	64	51	63	53	49	389
7 AM	62	83	126	87	96	80	62	596
8 AM	98	139	118	139	115	104	89	802
9 AM	113	150	134	134	123	119	101	874
10 AM	129	143	160	123	126	124	132	937
11 AM	138	159	166	152	150	143	131	1,039
12 PM	131	181	156	161	136	152	110	1,027
1 PM	131	162	176	160	140	150	132	1,051
2 PM	134	180	151	146	156	137	146	1,050
3 PM	129	168	175	172	139	152	127	1,062
4 PM	126	192	200	194	164	212	127	1,215
5 PM	178	190	182	212	211	237	183	1,393
6 PM	185	205	178	184	191	202	181	1,326
7 PM	157	180	177	175	160	185	182	1,216
8 PM	153	138	151	145	140	173	173	1,073
9 PM	143	119	146	143	152	150	199	1,052
10 PM	150	134	113	125	129	131	203	985
11 PM	143	94	116	87	100	149	178	867
Total	3,006	3,061	3,078	2,954	2,833	3,028	2,996	**20,956**

Duncanville patrol operations responded to 20,956 calls for service in calendar year 2023. These calls follow trends expected in the experience of project staff, with peak calls for

service experienced between approximately 1400 and 2000 hours daily. This trend extends through all seven days of the week, with peak calls extended into late Saturday evening and early Sunday morning. The table below expands upon these temporal trends further.

Call for Service Activity by Hour



Peak calls for service activity culminate at 1700 hours, with minimal calls for service experience during the early morning, notably during the 0500-hour time block. Again, this trend is to be expected in the experience of project staff and follows trends of communities similar to Duncanville.

(3) Calls for Service by Month

The following table displays calls for service totals by month, showing seasonal variation as a percentage difference from the quarterly average:

Calls for Service by Month

Month	# of CFS	Seasonal +/-[1]
Jan	1,749	
Feb	1,523	-2.0%
Mar	1,864	
Apr	1,757	
May	1,915	+2.7%
Jun	1,708	
Jul	1,750	
Aug	1,768	+0.4%
Sep	1,741	
Oct	1,799	
Nov	1,696	-1.1%
Dec	1,686	
Total	**20,956**	

The seasonal variations in calls for service shown in the table exhibit a peak during the spring second quarter of the year and into the summer months. These trends are expected in the experience of project staff.

(4) Most Common Types of Calls for Service

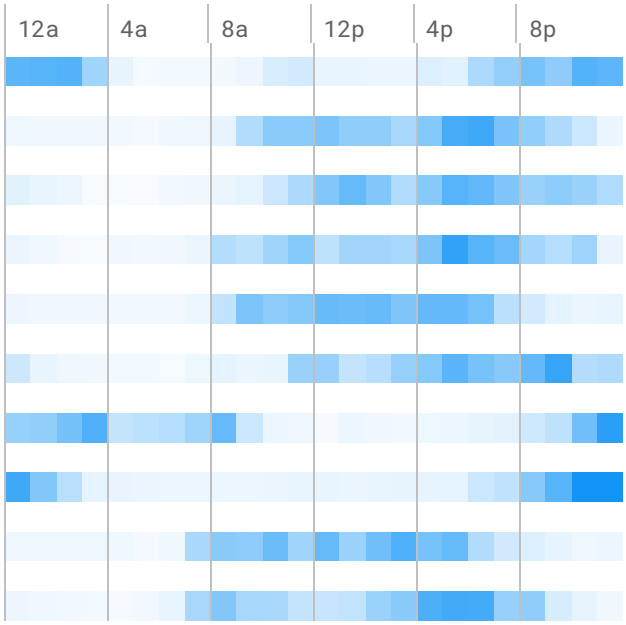
The following table provides the ten most common incident categories of calls for service handled by patrol units over the last year, as well as the average call handling time (HT)[2] for each:

[1] Seasonal +/- represents the percentage variation that each quarterly total differs from the average.

[2] Handling time is defined as the total time in which a patrol unit was assigned to an incident. It is calculated as the difference between the recorded time stamps the unit being dispatched and cleared from the incident.

Most Common Call for Service Categories

Incident Type	# CFS	HT
SUSACT	2,201	26.5
MEET	1,975	21.0
DISVER	1,686	27.9
WELFAR	1,417	29.2
FOLLOW	1,165	22.5
DISMAJ	952	61.7
ALMBUS	898	12.9
DISMIN	686	14.7
ALMRES	603	12.8
THAZ	515	20.8
All Other Types	8,858	31.0
Total	**20,956**	**28.0**



Suspicious activity was the top call type in Duncanville in 2023. The list provided above, encompassing the top ten calls for service types, accounts for 58% of the total number of calls responded to by DPD patrol units. The chart above also highlights how the frequency of these calls and their occurrence during daytime hours align with the service call tables presented in previous sections.

(5) Call for Service Response Time by Priority Level

The following table displays call for service statistics priority level, showing the distribution of calls by response time for each category, with the median (middle value) response time[3] indicated as a semitransparent vertical line:

[3] Response time is defined in this report as the duration between the call creation timestamp and the arrival time stamp for the first patrol officer on the scene.

Call for Service Response Time by Priority Level

Priority Level	# CFS	% of CFS	Median RT	RT Distribution (20 40 60)
0	856	4%	6.0	
1	1,739	8%	6.0	
2	8,620	41%	7.0	
3	2,004	10%	12.0	
4	3,000	14%	14.0	

Evaluating police response times to calls for service is an important metric of how well a police department is performing. Fast response times often show that a police force is well-organized and properly staffed. Quick responses are crucial for public safety because they help ensure emergencies are dealt with promptly, potentially saving lives and reducing crime.

Additionally, looking at response times for different types of calls is important. High-priority calls (i.e., Priority 0 or 1 calls above), such as violent crimes or serious accidents, need immediate attention, and any delays can have serious consequences. Lower-priority calls, like minor issues, can wait a bit longer. By prioritizing, police can make sure they are using their resources effectively. Evaluating response times for all types of calls helps police departments find areas to improve, make better use of their resources, and provide better service, which in turn builds public trust and keeps the community safe. This helps ensure the police are responsive and focused on the needs of the community.

The graphic above outlines that the response times to high-priority calls for service (i.e., Priority 0 and 1) are exceptional on behalf of DPD patrol, with a median response time of 6 minutes for both priority levels. Further, these calls are properly triaged, as these call priorities only account for 4% and 8% of all calls for service, respectively. As the severity of calls decreases, the median response time slowly increases; however, these median response times only rise to 14 minutes. In total, DPD patrol units respond to 53% of all

calls for service within a median response time of 7 minutes, a finding that correlates with extremely high levels of service to the Duncanville community.

2. Analysis of Patrol Resource Needs

Analyzing the community-generated workload handled by patrol units is at the core of analyzing field staffing needs. Understanding where, when, and what types of calls are received provides a detailed account of the community's service needs. By measuring the time used in responding to and handling these calls, the staffing requirements for meeting those needs can then be determined.

To provide a high level of service, it is not enough for patrol units to function as call responders. Instead, officers must have sufficient time outside of community-driven workload to proactively address public safety issues, conduct problem-oriented policing, and perform other self-directed engagement activities within the service environment. As a result, patrol staffing needs are calculated not only based on the capacity of current resources to handle workloads but also on their ability to provide a certain level of service beyond responding to calls.

With this focus in mind, the following sections examine the process used by the project team to determine the patrol resource needs of the Duncanville Police Department based on current workloads, staff availability, and service level objectives.

(1) Overview of the Resource Needs Analysis

An objective and accurate assessment of patrol staffing requires analysis of the following three factors:

i. The number of community-generated workload hours handled by patrol.
ii. The total number of hours that patrol is on-duty and able to handle those workloads, based on current staffing numbers and net availability factors (e.g., leave, administrative time, etc.).
iii. The remaining amount of time that patrol has to be proactive, which can also be referred to as “uncommitted” time.

This study defines the result of this process as, **patrol proactivity**, or the percentage of patrol officers’ time in which they are *available and on-duty* that is *not* spent responding to community-generated calls for service.

This calculation can also be expressed visually as an equation:

$$\frac{\text{Total Net Available Hours} - \text{Total CFS Workload Hours}}{\text{Total Net Available Hours}} = \text{\% Proactivity}$$

The result of this equation is the overall level of proactivity in patrol, which in turn provides a model for the ability of patrol units to be proactive given current resources and community-generated workloads. There are some qualifications to this, which include the following:

- Optimal proactivity levels are a generalized target, and a single percentage should not be applied to every agency. The actual needs of an individual police department vary based on a number of factors, including:
  - Other resources the police department has to proactively engage with the community and address issues, such as a dedicated proactive unit.
  - Community expectations and ability to support a certain level of service.
  - Whether fluctuations in the workload levels throughout the day require additional or fewer resources to be staffed to provide adequate coverage.
- Sufficient proactivity at an overall level does not guarantee, based on workload patterns, and deployment schedules, that resources are sufficient throughout all times of the day and week.

Overall, in order to provide an adequate level of service to the valued members of the Duncanville community, DPD should generally target an overall proactivity level of at least 50% as an effective benchmark of patrol coverage.

(2) Patrol Unit Staffing and Net Availability

The Duncanville Police Department follows a 12-hour shift[4] configuration that assigns personnel to four patrol teams on a fixed basis with fixed workdays. The following table outlines this schedule, showing the number of positions that are assigned to each shift team (including those on long-term and injury leave, but excluding vacancies):

[4] During each pay period, an 8-hour shift is deployed.

Patrol Shift Configuration *(Current Staffing Levels)*[5]

Shift	Team	Hours	Start	End	Week 1 S	M	T	W	Th	F	Sa	Week 2 S	M	T	W	Th	F	Sa	# Ofcs[6]
Alpha	Days	12	0600	1800															6
	Nights	12	1800	0600															6
Bravo	Days	12	0600	1800															7
	Nights	12	1800	0600															5

While the table provides the scheduled staffing levels, it does not reflect the numbers that are actually on-duty and available to work on at any given time. Out of the 2,080 hours per year that each officer is scheduled to work in a year (excluding overtime), a large percentage is not actually spent on-duty and available in the field.

As a result, it is critical to understand the amount of time that officers are on leave – including vacation, sick, injury, military, or any other type of leave – as well as any hours dedicated to on-duty court or training time, and all time spent on administrative tasks such as attending shift briefings. The impact of each of these factors is determined through a combination of calculations made from DPD data and estimates based on the experience of the project team, which are then subtracted from the base number of annual work hours per position. The result represents the total **net available hours** of patrol officers, or the time in which they are on-duty and available to complete workloads and other activities in the field:



The table below outlines the calculation process in detail, outlining how each contributing factor is calculated:

[5] Figures displayed in the table also include those in injury and long-term leave but exclude permanent vacancies in which the position slot is actually open. Includes promotional changes conducting during the timeline of this study.

[6] These staffing numbers correspond with promotions made during the analytic process. As a result, these DO NOT match the profile in the appendix below.

Factors Used to Calculate Patrol Net Availability

Work Hours Per Year

The total number of scheduled work hours for patrol officers, without factoring in leave, training, or anything else that takes officers away from normal on-duty work. This factor forms the base number from which other availability factors are subtracted from.

Base number: **2,080 scheduled work hours per year**

Total Leave Hours (subtracted from total work hours per year)

Includes all types of leave, as well as injuries and military leave – anything that would cause officers that are normally scheduled to work on a specific day to instead not be on duty. As a result, this category excludes on-duty training, administrative time, and on-duty court time.

Calculated from DPD data: **255 hours of leave per year**

On-Duty Court Time (subtracted from total work hours per year)

The total number of hours that each officer spends per year attending court while on duty, including transit time. Court attendance while on overtime is not included in the figure.

Without any data recording on-duty court time specifically for patrol officers, the number of hours is estimated based on the experience of the project team.

Estimated: ***20*** **hours of on-duty court time per year**

On-Duty Training Time (subtracted from total work hours per year)

The total number of hours spent per year in training that are completed while on-duty and not on overtime.

Training data was provided by DPD administration.

Calculated from DPD data: **110 hours of on-duty training time per year**

Administrative Time (subtracted from total work hours per year)

The total number of hours per year spent completing administrative tasks while on-duty, including briefing, meal breaks, and various other activities.

The number is calculated as an estimate by multiplying 90 minutes of time per shift times the number of shifts actually worked by officers in a year after factoring out the shifts that are not worked as a result of leave being taken.

Estimated: **245 hours of administrative time per year**

Total Net Available Hours

After subtracting the previous factors from the total work hours per year, the remaining hours comprise the total *net available hours* for officers – the time in which they are available to work after accounting for all leave, on-duty training, court, and administrative time. Net availability can also be expressed as a percentage of the base number of work hours per year.

Calculated by subtracting the previously listed factors from the base number:
1,584 net available hours per officer

The following table summarizes this calculation process, displaying how each net availability factor contributes to the overall net availability of patrol officers:

Calculation of Patrol Unit Net Availability

Base Annual Work Hours		2,080
Total Leave Hours	-	225
On-Duty Training Hours	-	110
On-Duty Court Time Hours	-	20
Administrative Hours	-	232
Net Available Hours Per Officer	=	1,493
Number of Officer Positions	×	*24*
Total Net Available Hours	=	**35,835**

Overall, the 24 officer positions currently assigned to DPD patrol operations combine for a total of 35,835 net available hours per year, representing the time in which they are on duty and able to respond to community-generated incidents and be proactive.

(3) Overview of Call for Service Workload Factors

The previous chapter of the report examined various trends in patrol workload, including variations by time of day and of week, common incident types, as well as a number of other methods. This section advances this analysis, detailing the full extent of the resource demands that these incidents create for responding patrol personnel.

Each call for service represents a certain amount of workload, much of which is not captured within the handling time of the primary unit. Some of these factors can be calculated directly from data provided by the police department, while others must be estimated due to limitations in their measurability.

The following table outlines the factors that must be considered in order to capture the full scope of community-generated workload, and provides an explanation of the process used to calculate each factor:

Factors Used to Calculate Total Patrol Workload

Number of Community-Generated Calls for Service

Data obtained from an export of CAD data covering a period of an entire year that has been analyzed and filtered in order to determine the number and characteristics of all community-generated activity handled by patrol officers.

The calculation process used to develop this number has been summarized in previous sections.

Calculated from DPD data: **20,956 community-generated calls for service**

Primary Unit Handling Time

The time used by the primary unit to handle a community-generated call for service, including time spent traveling to the scene of the incident and the duration of on-scene time. For each incident, this number is calculated as the difference between 'call cleared' time stamp and the 'unit dispatched' time stamp.

In the experience of the project team, the average handling time is typically between 30 and 42 minutes in agencies where time spent writing reports and transporting/booking prisoners is *not* included within the recorded CAD data time stamps.

With an average handling time of 28.0 minutes of primary unit handling time, DPD exhibits efficient methods of handling calls for service in the community.

Calculated from DPD data: **28.0 minutes of handling time per call for service**

Number of Backup Unit Responses

The total number of backup unit responses to community-generated calls for service. This number often varies based on the severity of the call, as well as the geographical density of the area being served.

This number can also be expressed as the *rate* of backup unit responses to calls for service and is inclusive of any additional backup units beyond the first.

Calculated from DPD data: **0.85 backup units per call for service**

Backup Unit Handling Time (multiplied by the rate)

The handling time for backup units responding to calls for service is calculated using the same process that was used for primary units, representing the time from the unit being dispatched to the unit clearing the call.

Calculated from DPD data: **21.0 minutes of handling time per backup unit**

Number of Reports Written

The total number of reports and other assignments relating to calls for service that have been completed by patrol units, estimated at one report written for every three calls for service. This includes any supporting work completed by backup units.

In this case, the number has been estimated based on the experience of the project team.

Estimated: **0.33 reports written per call for service**

Report Writing Time (multiplied by the report writing rate)

The average amount of time it takes to complete a report or other assignment in relation to a call for service. Without any data detailing this specifically, report writing time must be estimated based on the experience of the project team. It is assumed that 45 minutes are spent per written report, including the time spent by backup units on supporting work assignments.

Estimated: **45.0 minutes per report**

Total Workload Per Call for Service

The total time involved in handling a community-generated call for service, including the factors calculated for primary and backup unit handling time, reporting writing time, and jail transport/booking time.

The product of multiplying this value by the calls for service total at each hour and day of the week is the number of hours of community-generated workload handled by patrol units – equating to approximately 21,324 total hours in 2023.

Calculated from previously listed factors: **61.1 total minutes of workload per call for service**

Each of the factors summarized in this section contribute to the overall picture of patrol workload – the total number of hours required for patrol units to handle community-generated calls for service, including primary and backup unit handling times, report writing time, and jail transport time.

These factors are summarized in the following table:

Summary of CFS Workload Factors

Total Calls for Service	**20,956**	
Avg. Primary Unit Handling Time	28.0 min.	46%
Backup Units Per CFS	**0.85**	
Avg. Backup Unit Handling Time	21.0 min.	29%
Reports Written Per CFS	**0.33**	
Time Per Report	45.0 min.	25%
Avg. Workload Per Call	61.1 min.	
Total Workload	**21,324 hrs.**	

Overall, each call represents an average workload of 61.1 minutes, including all time spent by the primary unit handling the call, the time spent by any backup units attached to the call, as well as any reports or other assignments completed in relation to the incident.

(4) Calculation of Overall Patrol Proactivity

Using the results of the analysis of both patrol workloads and staff availability, it is now possible to determine the remaining time in which patrol units can function proactively. The result can then function as a barometer from which to gauge the capacity of current resources to handle call workload demands, given objectives for meeting a certain service level.

The following table shows the calculation process used by the project team to determine overall proactivity levels, representing the percentage of time that patrol officers have available outside of handling community-generated workloads:

Calculation of Overall Patrol Proactivity

Total Patrol Net Available Hours		35,835
Total Patrol Workload Hours	–	21,324
Resulting # of Uncommitted Hours	=	14,511
Divided by Total Net Available Hours	÷	35,835
Overall Proactive Time Level	=	**40.5%**

Duncanville patrol currently have an overall proactive time level of 40.5%. This value, when compared to the target parameters outlined above, indicates that staffing levels are approaching the necessary staffing to provide the targeted level of service.

The following chart shows this analysis at a more detailed level, providing proactivity levels in four-hour blocks throughout the week:

Proactivity by Hour and Weekday

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Overall
2am–6am	41%	58%	61%	65%	71%	66%	59%	**60%**
6am–10am	59%	52%	49%	57%	69%	73%	74%	**62%**
10am–2pm	32%	33%	23%	39%	55%	53%	56%	**42%**
2pm–6pm	28%	19%	17%	31%	40%	31%	45%	**30%**
6pm–10pm	3%	10%	5%	15%	22%	16%	5%	**11%**
10pm–2am	23%	40%	42%	51%	50%	34%	20%	**37%**
Overall	32%	36%	33%	43%	51%	46%	44%	**40%**

Corresponding with the findings relating to calls for service variation by hour, proactive time capabilities are lessened during the 1400- to 2200-hour time block on most days of the week. This is a result of the increased calls for service workload without necessary staffing to counteract this increase and continuously provide the ability to reach the targeted proactive capabilities of DPD patrol officers.

(5) Patrol Staffing Levels Required to Meet Service Level Objectives

To determine staffing needs, it is also important to consider the number of vacancies that currently exist, as well as the rate of turnover. An agency will never be fully staffed, as there will always be vacancies occurring as a result of retirement, termination, and other factors. When these events occur, it takes a significant amount of time to recruit a new position, complete the hiring process, run an academy, and complete the FTO program before the individual becomes an on-duty officer. Given this consideration, agencies must always hire above the number needed to provide a targeted level of service.

The amount of 'buffer' that an agency requires should be based on the historical rate of attrition within patrol. Attrition can take many forms – if it is assumed that the majority of vacancies are carried in patrol staffing, a vacancy at the officer level in any other area of the organization would consequently remove one officer from regular patrol duties. Likewise, promotions would have the same effect, in that they create an open position slot in patrol. Not included, however, are positions that become vacant while the individual is still in the academy or FTO program, and they are not counted in our analysis as being part of 'actual' patrol staffing.

The table below summarizes the number of sworn separations at DPD over the past three years:

Sworn Separations by Year – *Duncanville PD*

Year	# Sep.
2021	8
2022	6
2023	5
Average	6.3
Total Sworn	50
% Turnover	13%

Given these considerations, **an additional 13% *authorized* (budgeted) positions should be added on top of the actual number currently filled (actual) positions in order to account for turnover** while maintaining the ability to meet the targeted proactivity level. The resulting figure can then be rounded to the nearest whole number, assuming that positions cannot be added fractionally. It is worth noting that the number of officers needed without turnover is fractional, as it is an intermediate step in the calculation process.

These calculations are shown in the following table:

Calculation of Patrol Unit Staffing Needs

Total Workload Hours		21,324
Proactivity Target		50%
Staffed Hours Needed	=	42,649
Net Available Hours Per Officer	÷	1,493
Turnover Factor	+	13%
Patrol Officer FTEs Needed	**=**	**33**

When accounting for the 13% turnover rate historically experienced by Duncanville PD, **a *base number* of 33 FTE officers should be authorized for DPD patrol functions**.

It is important to note that the calculations do not take into account the effect of cumulative vacancies that are not able to be replaced and filled over a *multi-year* period. This is intended, as budgeting for additional staff does not fix recruiting, hiring, or training issues. Instead, the turnover factor is designed to provide a balance against the rate of attrition, assuming new recruits can complete the academy and FTO program each year.

3. Patrol First-Line Supervision

Ensuring that patrol has adequate supervision is critical to the effectiveness of patrol operations in the field.

Staffing needs for patrol sergeants can be measured by span of control ratios, or the average number of officers assigned to sergeants. Many of the key drivers of sergeant workloads include report review, use of force and pursuit review, and performance evaluations, scale directly with the number of officers that are assigned to a sergeant. Consequently, the more officers that are assigned per sergeant, the less time that sergeants are able to be out in the field directly supervising them. In general, no sergeant should supervise more than about 9 officers. Currently, DPD patrol shifts approach this span of control ratio. Upon the completion of staffing recommendations, any necessary changes to supervisory spans of control will be made.

These targets should be adjusted based on the administrative duties that sergeants are required to handle. If sergeants handle more responsibilities with significant workloads than is typically the case, then the span of control that an agency should target for should be lower than normal, ensuring that sergeants supervise fewer officers.

4. Recommended DPD Patrol Staffing and Deployment

To staff DPD patrol optimally with the recommended FTE officers, MCG project staff developed the following shift staffing recommendations that seek to 1) utilize the current shift length deployment that is currently utilized (i.e., 12-hour shifts), 2) mirror the current shift schedule as closely as possible for an ease in transition, and 3) properly utilize all FTE across day and night shifts.

The following shift schedule achieves all three of these goals:

Recommended Patrol Staffing and Deployment (*34 FTE*)

Shift	Team	Hours	Start	End	Week 1 S	M	T	W	Th	F	Sa	Week 2 S	M	T	W	Th	F	Sa	# Ofcs
Alpha	Days	12	0600	1800					■	■	■				■	■	■	■	8
	Nights	12	1800	0600				■	■	■					■	■	■	■	9
Bravo	Days	12	0600	1800	■	■	■	■				■	■	■					8
	Nights	12	1800	0600	■	■	■				■	■	■	■					9

The scheduling and deployment model above accomplishes each of the three goals outlined above with a total of 34 FTE. While this is a one FTE increase compared to the recommended patrol staffing calculation provided above, project staff seek to utilize a consistent staffing recommendation across each day and night shift. As a result, each day shift will utilize 8 FTE officers, while each night shift will utilize 9 FTE officers. This deployment practice has a strong effect on the consistency and strength of proactive capabilities of DPD patrol units, as outlined in the table below:

Proactivity by Hour and Weekday

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Overall
2am–6am	64%	74%	76%	78%	82%	79%	75%	**76%**
6am–10am	67%	61%	58%	65%	75%	78%	78%	**69%**
10am–2pm	44%	46%	38%	51%	63%	62%	64%	**53%**
2pm–6pm	41%	34%	33%	44%	51%	44%	56%	**43%**
6pm–10pm	41%	45%	42%	48%	52%	49%	42%	**45%**
10pm–2am	53%	63%	65%	70%	69%	59%	51%	**62%**
Overall	52%	54%	52%	60%	66%	62%	61%	**50%**

As seen above, the staffing and deployment model outlined above has a direct effect on the even distribution and consistency in proactive capabilities across a 24-hour period and across all seven days of the week.

Recommendation:

Increase authorized patrol officer staffing by 2 FTE for a total of 34 FTE officers authorized.

5. Self-Initiated Activity

The analysis to this point has focused exclusively on the reactive portion of patrol workload, consisting of community-generated calls for service and related work. In the remaining available time, which is referred to in this report as proactive time, officers are able to proactively address public safety issues through targeted enforcement, saturation patrol, community engagement, problem-oriented policing projects, and other activity. Equally critical to the question of how much proactive time is available is how and whether it is used in this manner.

There are some limitations on how the use of proactive time is measured, however. Not all proactive policing efforts are tracked in CAD data, such as some informal area checks, saturation patrol, miscellaneous field contacts, and other types of activity. However, many categories of officer-initiated activity are nonetheless recorded, such as traffic stops, predictive policing efforts, and follow-up investigations.

Nonetheless, CAD data does provide for a significant portion of officer-initiated activity to be analyzed to examined for how utilized uncommitted time is for proactive policing.

(1) Self-Initiated Activity by Hour and Weekday

Self-initiated activity displays different hourly trends compared to community-generated calls for service, as illustrated in the following table:

Self-Initiated Activity by Hour and Weekday

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
12 AM	230	639	751	393	145	137	150	2,445
1 AM	190	533	700	511	133	174	131	2,372
2 AM	268	724	830	673	132	124	59	2,810
3 AM	237	569	538	493	95	78	51	2,061
4 AM	202	346	259	327	33	25	15	1,207
5 AM	103	182	128	106	62	51	28	660
6 AM	174	215	193	160	233	169	49	1,193
7 AM	191	214	193	237	152	134	60	1,181
8 AM	187	169	152	164	132	136	78	1,018
9 AM	130	183	120	104	120	144	80	881
10 AM	110	196	141	147	153	170	62	979
11 AM	122	129	111	100	101	87	76	726
12 PM	116	108	70	84	99	74	57	608
1 PM	119	108	69	96	84	50	77	603
2 PM	91	149	90	92	82	64	34	602
3 PM	104	87	77	66	64	55	52	505
4 PM	45	78	67	27	16	21	14	268
5 PM	120	68	66	37	49	31	78	449
6 PM	426	281	238	92	86	101	232	1,456
7 PM	613	474	312	190	183	171	358	2,301
8 PM	455	493	333	194	184	215	324	2,198
9 PM	413	413	390	180	137	134	315	1,982
10 PM	459	412	518	181	131	114	288	2,103
11 PM	556	705	564	161	133	117	278	2,514
Total	5,661	7,475	6,910	4,815	2,739	2,576	2,946	33,122

Self-initiated activity follows patterns that are as to be expected in the experience of project staff. As calls for service decrease in the evening and early morning hours, there is a profound increase in self-initiated activity. Further, the approximate 300% increase in

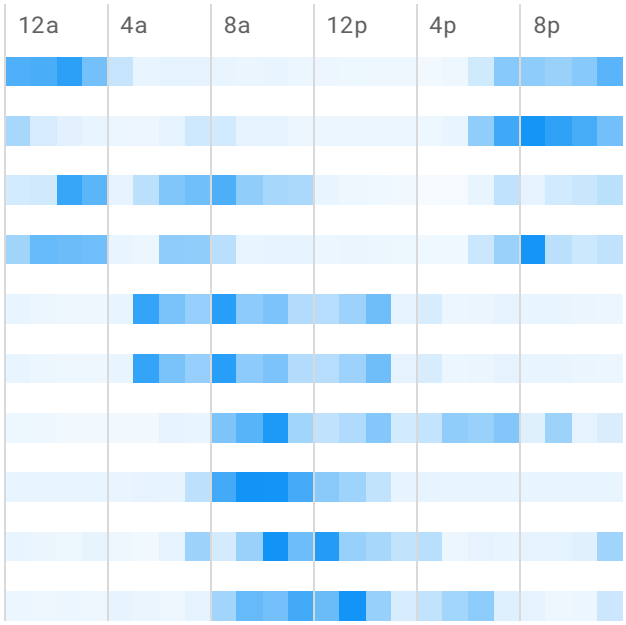
self-initiated activity found at the transition from 1700 to 1800 hour outlines the transition from day to night.

(2) Self-Initiated Activity by Category

Unlike community-generated calls for service, self-initiated activity is typically more concentrated over a few call types:

Most Common Categories of Self-Initiated Activity

Incident Type	# CFS	HT
EXTRA	26,284	6.2
TRAFIC	4,808	11.3
NBRPAT	804	4.4
(blank)	252	6.6
BUSPAT	144	17.4
FOLLOW	143	31.0
ABVEH	115	21.1
DIRPAT	93	17.0
MEET	67	21.2
CITY	55	33.4
All Other Types	357	63.5
Total	33,122	7.9



Of the 33,122 self-initiated incidents in 2023, 94% of all incidents are either extra patrol or traffic stops in Duncanville. The temporal trends outlined by the horizontal blue bars on the right of the chart above exhibit how these two types of calls for service control for a large majority of the trends in overall self-initiated activity, as other calls found in the chart above show daytime prevalence.

6. Traffic Enforcement

Traffic enforcement officers are deployed during day shift hours. While two FTE are authorized for traffic enforcement, one of these positions is currently vacant. These officers are responsible for traffic enforcement and accident investigations throughout

the City of Duncanville. This section seeks to evaluate the traffic-related workload that these personnel are able to handle and, upon comparing to the larger traffic-related workload throughout the jurisdiction, make the necessary recommendations for staffing and optimal deployment.

These units are service- and safety-oriented. As a result, their workload and associated staffing recommendations should be made with this in mind. Our project team has calculated the community generated traffic-related workload of DPD by analyzing incident records in the computer aided dispatch (CAD) database, covering the entirety of calendar year 2023.

For incidents to be included in the following traffic-related analysis, each of the following conditions needed to be met:

- The incident must have been unique.
- The incident must have been first created in calendar year 2023.
- The incident must have been a traffic related incident type (e.g., traffic violation, traffic enforcement, etc.).
- The incident must have been community generated.

(1) Traffic Unit Workload

The following table outlines the calls for service in 2023 that abide by the parameters set above:

Traffic-related Calls for Service – 2023

Incident Type	# CFS	Avg. HT	Total Workload (hrs.)
ACCMAJ	810	41.4	558.8
ACCMIN	805	31.8	426.8
THAZ	713	19.8	235.1
TVIOL	483	14.3	115.4
UUMVRP	475	34.6	274.1
ASTMOT	457	18.3	139.7
ACCHWY	341	27.9	158.4
ACCRP	315	21.0	110.3
PRKVIO	257	17.6	75.2
ACCHIT	236	26.3	103.4
ACCMHY	165	21.1	58.1
DWI	158	30.3	79.9
UUMV	90	49.3	74.0
ACCENT	54	34.0	30.6
	Total Workload Hours:		**2,439.9**

The total workload associated with these service- and safety-oriented calls for service is 2,439.9 hours in calendar year 2023. This workload total will be utilized below to calculate necessary traffic unit staffing.

(2) Implementing Traffic Unit Proactive Time

As with the patrol analysis above, it is an important aspect of traffic-related personnel to have some proactive capabilities within their staffing model to allow for traffic officers to solve problems and provide high levels of service to their community. Specifically with regard to traffic officers, these activities can be either enforcement- or service-related. Examples of these activities are outlined below:

Enforcement-related Activities

- **Traffic patrols**: Regular patrols in high-traffic areas to enforce traffic laws and ensure road safety.
- **Speed enforcement**: Monitoring and ticketing drivers who exceed speed limits.
- **Seat belt enforcement**: Ensuring drivers and passengers comply with seat belt laws through enforcement and education campaigns.

- **Red light enforcement**: Monitoring intersections and issuing citations to drivers who run red lights or violate traffic signals.
- **School zone patrols**: Monitoring school zones to ensure compliance with speed limits and pedestrian safety laws.
- **Commercial vehicle inspections**: Checking commercial vehicles for compliance with safety regulations, including weight limits and proper maintenance.
- **Distracted driving enforcement**: Cracking down on drivers who use mobile phones or engage in other distracting behaviors while driving.

Community Service-related Activities

- **Community outreach events**: Hosting workshops, seminars, and presentations on topics such as safe driving practices, DUI prevention, and pedestrian safety.
- **School programs**: Collaborating with schools to educate students about traffic safety through presentations, demonstrations, and interactive activities.
- **Traffic safety campaigns**: Organizing public awareness campaigns to promote safe driving habits, such as wearing seat belts, obeying speed limits, and avoiding distracted driving.
- **Neighborhood watch programs**: Partnering with community members to establish neighborhood watch programs focused on reporting traffic violations and suspicious activities.
- **Bicycle and pedestrian safety initiatives**: Implementing programs to raise awareness about the rights and responsibilities of bicyclists and pedestrians and improve infrastructure to enhance safety.
- **Senior citizen outreach**: Providing educational resources and support to senior citizens to help them navigate traffic safely, including offering defensive driving courses and arranging transportation assistance.
- **Community policing**: Building positive relationships with community members through regular interaction, communication, and collaboration to address traffic concerns and promote trust and cooperation.

As a result, the traffic analysis will mirror the patrol analytics above with a 50% proactive time capacity.

(3) Traffic Unit Staffing Analytics

The table below utilizes the workload and proactive time calculations above to calculate the needed FTEs to adequately staff the Traffic Unit.

Calculation of Traffic Unit Staffing Needs

Total Traffic-related Workload Hours		2,440
Proactive Time Target		50%
Staffed Hours Needed	=	4,880
Net Available Hours Per DPD Officer	÷	1,493
Traffic Officers Needed to Reach 50%	**=**	**4**

As a result, there should be 4 FTE traffic enforcement officers deployed to properly respond to traffic-related calls for service throughout Duncanville.

(4) Traffic Unit Scheduling Analytics

The following section attempts to outline the optimal schedule for the recommended 4 operational FTE within the Traffic Unit. The following table outlines all community-generated traffic-related incidents in calendar year 2023 in Duncanville.

2023 Community-generated Traffic Incidents

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
12 AM	20	15	12	12	6	20	32	117
1 AM	47	9	22	7	9	10	26	130
2 AM	22	14	23	6	8	3	30	106
3 AM	18	9	8	7	6	9	10	67
4 AM	20	8	22	11	15	18	16	110
5 AM	9	16	7	12	12	13	5	74
6 AM	22	20	36	21	21	16	10	146
7 AM	16	58	58	40	37	21	11	241
8 AM	21	29	47	41	24	30	14	206
9 AM	27	28	15	20	23	23	13	149
10 AM	24	21	38	24	26	27	31	191
11 AM	33	26	39	24	32	27	25	206
12 PM	36	31	42	42	31	25	16	223
1 PM	49	34	38	39	22	31	25	238
2 PM	32	43	34	24	32	31	40	236
3 PM	45	49	59	56	36	30	25	300
4 PM	36	60	74	66	50	65	26	377
5 PM	34	55	59	61	70	74	83	436
6 PM	48	61	53	62	65	77	91	457
7 PM	64	49	68	46	59	71	72	429
8 PM	33	36	38	19	39	56	53	274
9 PM	23	19	22	24	45	55	54	242
10 PM	30	22	27	22	24	42	40	207
11 PM	36	12	30	18	21	46	34	197
Total	745	724	871	704	713	820	782	5,359

As to be expected, traffic-related calls for service are prevalent during commute hours, exhibiting spikes of calls around the 0900 morning commute, and concentrating around 1700. However, they are slightly more prevalent during the afternoon commute from approximately 1600 to 1900 hours.

To adequately service the City of Duncanville for traffic enforcement and traffic safety purposes, the following table outlines the recommended traffic enforcement staffing and deployment schedule:

Recommended Traffic Unit Staffing and Deployment Schedule

Shift	Team	# Ofc.
Days	Alpha	2
Days	Bravo	2

The recommendations above increase the staffing of each day shift (Alpha and Bravo) by 2 FTE each for traffic-related enforcement and investigations responsibilities.

Recommendation:

Increase traffic enforcement officer staffing by 2 FTE for a total of 4 FTE traffic enforcement officers.

7. Duncanville Park Enforcement

DPD field operations deploys a single (1) FTE Park Enforcement Officer during the night shift to directly respond to park-related calls for service throughout the jurisdiction. Currently, this position is vacant and, due to the lack of call response assigned to this specific FTE in 2023 CAD data, there is a lack of data to be evaluated for this position.

However, due to the geographic nature of Duncanville and the prevalence of calls for service in wildlife areas due to the lack of perceived supervision, this position is highly important and should be maintained in the future.

8. Addressing Spans of Control

As mentioned previously, upon making staffing recommendations for patrol, it is important to revisit the spans of control for supervisors within patrol operations. Prior to the staffing recommendations being made above, no shift exceeded recommended spans of control ratios; however, the table below summarizes the total number of officers recommended in the sections above:

Summary of Patrol Officer Staffing Recommendations

				# FTE Officers	
Shift	Patrol	K9	Traffic	Park	Total
Days	16	-	4	-	20
Nights	18	1	-	1	20
Total	34	1	4	1	40

The 40 total officer FTE are evenly distributed between day and night shifts, inclusive of all patrol, K9, traffic, and park enforcement officers. Resulting sergeant recommendations are summarized in the table below:

Summary of Patrol Sergeant Staffing Recommendations

Shift	Officer	Sgt. (Cur.)	SoC (Cur.)	Sgt. (Rec.)	SoC (Rec.)
Days	20	2	1:10	3 (+1)	1:6.7
Nights	20	2	1:10	3 (+1)	1:6.7

The table above exhibits how, if current sergeant staffing was continued in light of the increased officer staffing across the two patrol shifts, spans of control ratios would increase to 1 sergeant for 10 officers. This ratio exceeds the threshold recommended by project staff, as this will lead to the lack of sergeant's ability to maintain an adequate presence in the field and provide sufficient levels of first-line supervision. As a result, project staff are recommending an increase in 2 FTE sergeants for patrol field operations, one assigned to each shift.

Recommendation:

Increase patrol staffing by 2 FTE sergeants for a total of 6 FTE sergeants.

3. Support Bureau

The Support Bureau of the Duncanville Police Department is led by the Assistant Chief of Support. The Training/Personnel Division, the Administrative Services Division, and the Criminal Investigations Division are all organized within the Support Bureau.

Training and Personnel Division

The Assistant Chief of Support and the Administrative Lieutenant fill important executive and managerial roles in the organization. These roles must be maintained to allow the Department to continue functioning at a high level. The Training/Personnel Division has several core positions, including:

- Special Services Sergeant
- Personnel and Training Officer
- Animal Control Officers
- Crisis Assessment Resource Engagement (CARE) Officer

The above positions and their respective workload components will be analyzed in the following subsections. The analysis will conclude with recommendations made by the MCG project team related to the staffing and organization of these personnel.

1. Special Services Sergeant

The workload of the Special Services Sergeant includes but is not limited to, the core responsibilities of the Sergeant.

- Internal Affairs
- Special Events Coordination
- Recruiting and Other Assignments

These core task categories will be analyzed in subsequent sections of this report.

(1) Internal Affairs

When allegations of misconduct by officers are reported to the Duncanville Police Department, the Special Services Sergeant is responsible for investigating those allegations.

(2) Internal Affairs Workload

This workload is triaged into two different types of investigations: IA Investigations, and IA inquiries. IA Investigations are full investigations that are assigned a case number, while IA inquiries are those investigations that are unfounded by the IA sergeant. However, this workload is still important to capture when assessing the internal affairs workload of DPD.

The following table outlines the investigations by type in 2023.

Internal Affairs Investigations by Year

Investigation Type	2022	2023
IA Investigations	19	11
IA Inquiries	21	27
Total	**19**	**11**

From 2022 to 2023, there was a 42% decrease in IA investigations; however, there was an increase in IA inquiries during this time.

(3) Internal Affairs Workload Analysis

In reviewing internal affairs investigations functions, average investigative case hours are used. It is important to state that every case is different, some cases are significantly more complex and require more hours to investigate and some cases are relatively simple and do not require more than a few hours to investigate and document. The average hours are used as a performance metric designed to establish approximate work hours for a typical internal affairs case.

Case Time Estimates for Administrative IA Investigations

Common Tasks	Processes	Avg. Time	% of Cases
Complaint Review	Determine if allegation is a policy violation. Time figure includes reviewing complaint.	2 hours	100%
Find CAD entry, police report, video, or other documents relevant to the complaint	Determine subject(s) of allegation. Time figure includes CAD enquiry and report(s) review.	4 hours	100%
Review Body Worn Camera or other Video / Audio Evidence	Document evidence to sustain or exonerate department member.	8 hours	100%

Common Tasks	Processes	Avg. Time	% of Cases
Interview Complainant	Determine all complaint allegations (including writing summary / notes)	3 hours	100%
Write Complaint and Allegation(s)	Determine which policy or policies could have been violated. Includes review and report writing time.	4 hours	100%
Schedule subject officer Interview	Includes sending written notice within proper timelines.	1 hour	100%
Write Interview Questions	N/A	1 hour	100%
Conduct witness interviews	(Includes Scheduling) - Some cases only have officer or complainant as witnesses	6 hours	100%
Conduct subject interviews	Interviews are recorded, and the time estimated includes report writing.	4 hours	100%
Write Investigative Finding	Includes report writing.	16 hours	100%
Total	**On average**	**49 hours**	

This list is not all-inclusive and does not contain all steps that may be taken. Some cases may have several witnesses, for example.

Case Time Estimates for Citizen Complaint Review / Investigation

Common Tasks	Processes	Avg. Time	% of Cases
Complaint Review	Determine if allegation is a policy violation. Time figure includes reviewing complaint.	2 hours	100%
Find relevant CAD entry, police report, video, or other documentation relevant to the complaint	Determine subject(s) of allegation. Time figure includes CAD enquiry and report(s) review.	4 hours	100%
Review Body Worn Camera or other Video / Audio Evidence	Document evidence to sustain or exonerate department member.	8 hours	100%
Interview Complainant	Determine all complaint allegations (including writing summary / notes)	3 hours	100%

Document Finding	Includes report writing.	2 hours	100%
Total	**On average**	**19 hours**	

This list is not all-inclusive and does not contain all steps that may be taken. Some cases may have several witnesses, for example.

(4) Internal Affairs Calculation of Workload and Staffing Needs

Using the above case time estimates, the total caseload hours can be calculated. This calculation is based on 2023 data. The following table details the associated workload hours:

2023 Internal Affairs Workload Metrics

	Number	Investigative Hours	Total Hours
IA Investigations	11	49	539
IA Inquiries	27	19	513
		Total hours	1,052

As outlined above, the number of internal affairs workload hours in 2023 is 1,052 hours. The base number of hours in an employee's work year is 2,080. After accounting for vacation, sick leave, training, and other absences a figure of 1,720 hours is typically more appropriate. The below table outlines the staffing needs calculation.

Calculation of Internal Affairs Staffing Needs

Total caseload hours		1,052
Divided by total net available hours for 1 Investigator	÷	1,720
Total Number of Investigators Needed	=	.61

The above staffing calculation shows that internal affairs investigations account for approximately two-thirds of the workload of the Special Services Sergeant. The Sergeant is also responsible for hiring, special events coordination, and other managerial tasks. A final recommendation related to the Special Services Sergeant will be made following the analysis of the special events coordination workload.

(5) Special Events Coordination

The Special Services Sergeant is tasked with special event coordination in addition to internal affairs investigations, recruiting, and other miscellaneous assignments. Coordinating special events involves the creation of event plans, communication with event organizers, and assignment of roles and responsibilities to law enforcement and

fire/rescue personnel. Being assigned to this kind of role can be demanding, although size and public safety resource demands vary by event.

(6) Special Events Coordination Workload

The events in Duncanville that require the coordination of the Special Services Sergeant are listed below:

- Memorial Day
- 4th of July
- Red, White, and Blue Barbeque Competition
- Juneteenth
- Police Memorial Day
- Hispanic Heritage Festival
- Mexican Independence Day
- Christmas Parade and Tree Lighting

The above list of events was used to form the foundation for the following workload analysis.

(7) Special Events Coordination Workload Analysis

Creating a model to analyze the workload and appropriate staffing level associated with the special events coordination function can be difficult because the work of the Special Services Sergeant is not tracked in a quantitative manner like the work of patrol officers is in computer-aided dispatch (CAD) systems. To understand the number of work hours required to support each event, the Special Services Sergeant provided an average number of work hours per event. The Special Services Sergeant advised that 40 hours are required to support each event.

It is important to note that the work of coordinating special events can be seasonal in nature, with a greater number of events in summertime. Additionally, the amount of time required to be dedicated toward coordinating these events can be concentrated in the immediate weeks leading up to the event.

Calculation of Special Events Staffing Needs

Total special event coordination hours		320
Divided by total net available hours for 1 Coordinator	÷	1,720
Total Number of Coordinators Needed	=	.19

The above workload calculation, when combined with the internal affairs workload calculation, shows that internal affairs and special events represent exactly half of the Special Services Sergeant workload.

(8) Recruiting and Other Assignments

The workload of the Special Services Sergeant includes management of the Department's recruiting program as well as other administrative tasks.

(9) Recruiting Program

The Special Services Sergeant coordinates and in large part performs many of the tasks associated with the Department's recruiting programs and initiatives. This workload is inclusive of posting advertisements for open positions, attending events and job fairs, and working with prospective candidates. The workload required to support hiring and recruiting is shared between the Sergeant and the Training/Personnel Officer. Additionally, this specific component of the Sergeant's workload is especially difficult to quantify. This is because many of the tasks associated with recruiting, like responding to an email from a job candidate, are done quickly throughout the workday of the Sergeant.

The MCG project team did develop an understanding of the Department's recruiting program. The foundation of the program is, *at minimum,* two recruiting events that are held throughout each calendar year. Each event requires approximately eight hours of work to prepare for and attend. These recruiting events support the hiring efforts of the Department, which are initiated by announcing testing opportunities. These tests are promoted via advertising and social media campaigns.

The Department would benefit from the development of a formalized recruiting strategy. This strategy may have multiple attributes, including, but not limited to the following:

- **Strong Brand Messaging** – The creation of hiring campaign materials that are inclusive of all roles within the Department is important to creating passive opportunities for recruitment, that is opportunities for recruitment that do not require direct, immediate interaction with an employee of the Department. The Department should train select personnel to be able to create visually intriguing materials for use at recruiting events and distribution to select community partners. These materials should be frequently updated with information related

to hiring incentives, compensation and benefits, as well as professional and personal development programs.

- **Strategic Partnerships** – Many law enforcement agencies have partnerships with key entities in their community. These partnerships should be leveraged to identify and recruit potential candidates for employment. Personnel assigned to recruiting, including the Special Services Sergeant, should identify organizations that may act to augment efforts to attract interested individuals. This may include meeting with the leadership of partner organizations to discuss the characteristics of ideal candidates and anticipated hiring plans for the Department.

- **Increased Social Media Presence** – Other sections of this report directly analyze the Department's social media presence. It is noted here that while the agency does have a robust social media presence on Facebook, Instagram, and X, the agency does not have a LinkedIn presence. This represents an opportunity for the Department to target jobseekers with proactive advertising of open positions. This is also an additional opportunity to frame law enforcement as a career with numerous opportunities for professional growth, special assignments, and promotional opportunities.

- **Prioritizing Diversity, Equity, and Inclusion** – The community in Duncanville is racially and ethnically diverse. All components of the recruiting program should be assessed for whether they are positioned to attract candidates from varied backgrounds. This assessment may begin with a study of the demographics of applicants in years past and tracking of applicant demographics in the future. To proactively assess the inclusivity of the recruiting process, the Department should conduct surveys of individuals hired by the agency that evaluate the inclusivity of the recruiting and hiring experience.

- **Career Development Incentives** – In recruiting individuals into a law enforcement agency, outlining opportunities for a varied career experience is extremely important. Individuals are often attracted to law enforcement because of the different assignments and roles available throughout one's career. The Duncanville Police Department's recruiting program should highlight advanced training opportunities, any incentives available to personnel for advanced degrees, specialty assignments, and leadership development programs. The Department should continue to track retention rates within the first three years of employment.

- **Expedited Hiring** – Law enforcement hiring practices have frequently resulted in lengthy onboarding processes, up to one to two years. When hiring for public sector vacancies, especially for law enforcement positions, significant wait times

decrease the number of individuals able and willing to wait for employment. The hiring process for both licensed and non-licensed positions should be assessed to reduce wait time.

- **Promotion of Wellness Programming** – With heightened publicity around the stressors that come with the law enforcement career, recruiting programs must emphasize the efforts of law enforcement agencies to increase work/life balance. Compressed work schedules, paid workout time, sleep rooms, and annual mental wellness sessions are all benefits that should be publicized in recruitment campaigns. As the law enforcement profession onboards more and more individuals in the early stages of their careers, leaders will be confronted with increased demands for wellness benefits.

(10) Other Assignments

In addition to acting as the agency's recruiting coordinator, the Special Services Sergeant is also assigned other administrative tasks, including, but limited to the tasks listed below:

- Fleet management and designated vehicle repair liaison
- Purchasing and supply ordering
- Health and wellness program coordination
- Oversight of the Field Training program

The quantifiable elements of the Special Services Sergeant's work, internal affairs investigations and special events coordination, can be shown to account for most of the Sergeant's work time. Many law enforcement agencies assign multiple programs requiring supervisory attention to a sworn administrative supervisor or mid-level manager. This arrangement exists in the Special Services Sergeant position.

Recommendations:

Create and disseminate professional-grade recruiting materials with updated information on compensation and benefits, specialty and promotional opportunities, and wellness offerings.

Create a Duncanville Police Department LinkedIn account.

Integrate DEI principles into recruiting practices by assessing candidate demographics and conducting interviews of newly hired personnel related to inclusivity in the hiring process.

Minimize the wait time within the hiring process by compressing all steps so that they are completed in a concise manner.

Outline in both recruiting materials and in the interview process wellness offerings and benefits available to employees.

2. Personnel and Training Officer

The Personnel and Training Officer is a sworn employee responsible for two primary tasks: conducting employee background investigations and providing training and instruction to sworn personnel.

(1) Background Investigations

The Department has four total background investigators, including the Personnel and Training Officer, but the Personnel and Training Officer performs the majority of investigations as the other background investigations are assigned to the night shift and perform background investigations as a collateral assignment.

(2) Background Investigations Workload

The Personnel and Training Officer provided the MCG project team with the number of background investigations completed over the last three years. The below table shows the number of investigations by year.

Background Investigations by Year

Year	Number	% Change
2021	22	-
2022	30	36% ↑
2023	47	57% ↑

The data provided above serves to form the foundation for the appropriate staffing to support the workload associated with the performance of background investigations.

(3) Background Investigations Workload Analysis

Similar to the work of the Special Services Sergeant, the work performed by the Personnel and Training Officer cannot be tracked in a quantitative manner through a platform like CAD. To determine a manner to analyze the workload of the Personnel and Training Officer, the Officer provided an average number of work hours per background investigation. The Personnel and Training Officer advised that the average background investigation requires 80 work hours. In the experience of the project team, this estimate is high and a value of 20 hours would be more appropriate for use in a staffing calculation.

This average was multiplied by the number of investigations in 2023 to determine the number of work hours.

Calculation of Background Investigation Staffing Needs

Total background investigation hours		940
Divided by total net available hours for 1 Investigator	÷	1,720
Total Number of Investigators Needed	=	.55

As seen above, the background investigation workload constitutes approximately half of a full-time employee's annual work time. While an employee cannot be assigned to conduct background investigations on a full-time basis, there is a demonstrated need to increase staffing within the Personnel and Training Officer classification, given the combined workload associated with both training and background investigations. Analysis of the training workload will be performed in a subsequent section with a Personnel and Training Officer staffing recommendation to follow.

(4) Training

The Personnel and Training Officer, in addition to the workload associated with background investigations, is also tasked with being the Department's primary training instructor. This section will analyze the workload associated with training and instruction.

The workload of the Department's training function was calculated based on the number of training hours taught by Department instructors in the previous calendar year (2023). The calculation of the training workload is important in determining the number of personnel that may be assigned to support the Department's training program. Currently, the Personnel and Training Officer has the responsibility of coordinating and facilitating training. Instruction is largely provided by the Personnel and Training Officer with assistance from the Special Services Sergeant.

A law enforcement agency's training team is an especially important functional area in which to develop a comprehensive understanding of workload and performance. This workload is inclusive of various administrative duties associated with training program management, training course curriculum development, training unit instructor hours, and other tasks.

(5) Training Workload

This section of the report outlines the workload factors related to the training and continuing education of sworn personnel. The following outlines the courses taught by the Department's instructors in 2023:

2023 Training Courses

Course Name	Course Hours
1st Quarter Defensive Tactics	4
2nd Quarter Defensive Tactics	4
3rd Quarter Defensive Tactics	4
4th Quarter Defensive Tactics	8
Firearms Qualifications	4
Red Dot Operator	8
Patrol Rifle	16
Active Bystandership in L.E.	8
Active Shooter	10
Building Searches/CQB	8
Department Regulations	16
Less Lethal Shotgun/Gas Mask	8
Penal/Transportation/Family Code	4
Crash/Fraud Investigations	4
Report Writing/MDC Usage/Geography	8
Defensive Tactics/Use of Force	16
Firearms Training	16
Street-Level Narcotics	8

The above courses represent a total of 154 hours of training provided to sworn personnel by the Department's internal training team.

(6) Training Workload Analysis

Instructional design research has consistently determined that to develop one hour of instructor-led training, approximately 22-25 hours of development time is required. In 2023, the internal training team provided 154 hours of instruction. The table below outlines the staffing required to support the Department's training workload.

Calculation of Training Staffing Needs

Total training hours		3,388
Divided by total net available hours for 1 trainer	÷	1,720
Total Number of Trainers Needed	=	1.97

The above staffing calculation indicates a need for additional trainer staffing. However, it is not necessarily practical to staff two full-time trainers and expect for all training to be performed by those employees. This is because instructor assignments are not concentrated into a small number of personnel, but rather are typically distributed amongst a number of different staff members.

To address both the background investigation and training workloads, the Department should increase the Personnel and Training Officer staffing from one (1) FTE to two (2) FTE. This staffing recommendation will support both the .55 FTE background investigation workload as well as the majority of the training workload. Training that cannot be performed or facilitated by the Training and Personnel Officers will be supported by instructors within the Department who are assigned to other roles and responsibilities.

Recommendation:

Increase Personnel and Training Officer staffing by 1 FTE for a total of 2 FTEs.

3. Animal Control

The Duncanville Police Department employs one Senior Animal Control Officer and one line Animal Control Officer. Both are non-sworn, professional staff responsible for handling animal control-related calls for service during their assigned work hours.

(1) Animal Control Workload

The tables below show the Animal Control workload in 2023:

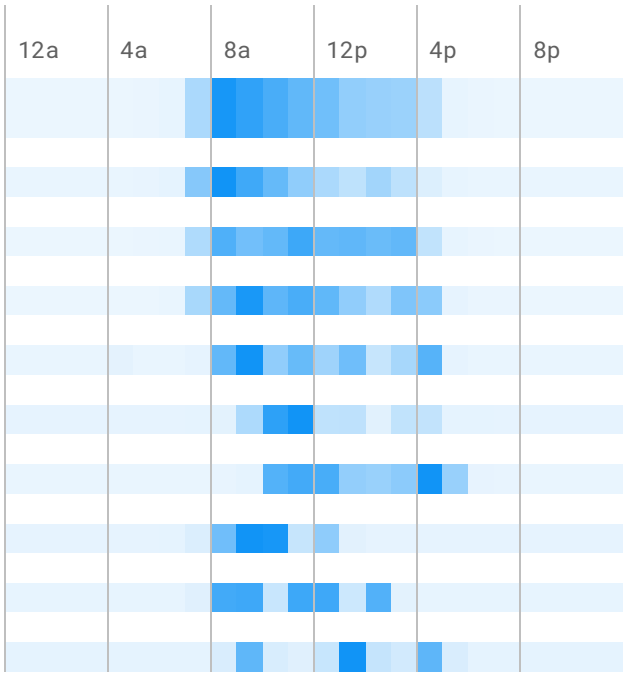
2023 Animal Control CFS by Day and Hour

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
12 AM	0	0	0	0	0	0	0	0
1 AM	0	0	0	0	0	0	0	0
2 AM	0	0	0	0	0	0	0	0
3 AM	0	0	0	0	0	0	0	0
4 AM	0	0	0	0	0	1	0	1
5 AM	0	0	5	2	0	0	1	8
6 AM	1	3	3	9	1	4	2	23
7 AM	4	50	41	29	40	28	16	208
8 AM	21	114	152	118	118	83	19	625
9 AM	16	82	112	93	97	64	21	485
10 AM	12	92	90	75	85	47	21	422
11 AM	15	60	81	74	101	52	12	395
12 PM	8	64	66	84	52	48	20	342
1 PM	9	39	59	54	58	36	10	265
2 PM	13	47	54	62	47	34	12	269
3 PM	14	45	56	61	52	42	4	274
4 PM	13	27	40	47	33	27	4	191
5 PM	0	2	17	10	12	0	0	41
6 PM	0	2	0	0	0	0	0	2
7 PM	0	0	1	0	0	0	0	1
8 PM	1	0	0	0	0	0	0	1
9 PM	0	0	0	0	0	0	0	0
10 PM	0	0	0	0	0	0	0	0
11 PM	0	0	0	0	0	0	0	0
Total	127	627	777	718	696	466	142	3,553

In 2023, there were 3,553 calls for service that Animal Control Officers responded to and addressed. These calls for service were most highly concentrated, starting at the 8 AM hour and ending by the 12 PM hour.

2023 Animal Control CFS by Incident Type

Incident Type	# CFS	HT
ANIMAL	2,422	21.4
ANDEAD	461	22.9
ANWELF	365	26.9
ANIHAZ	200	30.6
ANBITE	32	34.9
FOLLOW	16	16.7
THAZ	13	24.1
EXTRA	7	10.7
WARRSV	5	49.2
(blank)	4	6.0
All Other Types	28	48.8
Total	3553	39.0



The table above expands on the first table and shows the most predominant incident types within the Animal Control Officer workload. The three leading incident types include general animal control-related calls for service, handling of deceased animals, and animal welfare calls for service.

(2) Animal Control Workload Analysis

In 2023, Animal Control Officers responded to 3,552 animal control-related calls for service. When distributed across the calendar year, this averages to 9.7 calls for service per day. This is a high level of utilization and while no increase in staffing is recommended at this time, utilization should continue to be monitored.

4. CARE Officer

The Duncanville Police Department is a member of a regional multi-disciplinary task force of mental health clinicians and sworn law enforcement officers. The goal of the Regional Care Team is comprised of the Cedar Hill, DeSoto, and Duncanville Police Departments,

clinicians from the participating law enforcement agencies, and the North Texas Behavioral Health Authority.

One CARE Officer is dedicated to the Team from the Duncanville Police Department. That Officer is responsible for providing community behavioral health support to individuals and families to reduce law enforcement interactions with people experiencing acute mental health crises. The CARE Team receives referrals from sworn law enforcement officers, City employees, and members of the community.

(1) CARE Officer Workload Analysis

The CARE Officer provided the MCG project team with performance metrics specific to the CARE Officer role. The CARE Officer advised that approximately two to four new intakes are performed each day. An average intake requires approximately 20 minutes. Each CARE Officer averages a caseload of approximately six clients and will conduct courtesy checks, provide transportation to appointments, and hold follow-up meetings as needed. There are approximately eight follow-up meetings per day that last 45 minutes on average.

2023 CARE Officer Workload Metrics

Metric	Number
Intakes	190
Follow Up Meetings	172
Total	**362**

2023 CARE Officer Workload Averages

Tasks	Monthly Avg.	Weekly Avg.	Daily Avg.
362	30.17	7.02	.99

The above data is specific to intakes and follow-up meetings conducted by the Duncanville Police Department CARE Officer for clients within the City of Duncanville. However, the above data is not descriptive of the entire workload of the CARE Officer because all CARE Officers assist and support each other's caseloads. This means that CARE Officers are frequently supporting clients in other jurisdictions, without tracking related to this work. This means that a comprehensive staffing analysis could not be developed.

Instead, the project team recommends that work related to supporting other jurisdictions be tracked in CAD or by other means so that future staffing needs can be analyzed. Staff interviews showed that the CARE Officer position is critical to reducing acute mental

health crises, reducing alcohol and drug misuse, and providing housing resources to those without homes. The CARE Officer position should be maintained.

Recommendation(s):

Require additional workload tracking for non-Duncanville CARE clients. Specific elements that should be tracked include the number of non-Duncanville intakes and follow-ups performed by the Duncanville CARE Officer, the number of meetings conducted that required two officers for safety purposes, and any other activities not currently documented.

Criminal Investigations Division (CID)

The Criminal Investigations Division (CID) is responsible for the investigation of criminal activity within the City of Duncanville. The Division is one of three divisions reporting to the Assistant Chief of Police and is comprised of proactive as caseload detectives, Property and Evidence, Victims Assistance and Crime Analysis. The CID is led by a Lieutenant with a supporting Sergeant.

While the 5 (of 8 positions authorized) detectives are generalists, they typically have specific assignments as well as ancillary duties and responsibilities for several of these staff.

- One detective specializes in auto theft and Burglary of Motor Vehicles (BMV) investigations.
- One detective specializes in thefts.
- One detective specializes in fraud and financial crimes. This detective is also a drone operator and negotiator.
- One detective specializes in sexual assault and juvenile crimes. This detective is also a drone operator, negotiator and responsible for the 68A inspection program.
- One detective specializes in burglary.

All detectives are responsible for the majority of person crimes to include assault, robbery, homicide, etc. These are assigned on a weekly rotational basis to the “on-call” generally excluding the BMV detective given their workload. In sum, these staff perform the bulk of investigative work at DPD.

1. The Approach to Investigations Evaluation

To determine appropriate investigative staffing levels, there are a variety of approaches that can be used, some more sophisticated than others. Investigations has more subjective and qualitative determinants of workload and work practices that need to be

considered. Patrol has the benefit of numerous quantitative metrics to assist in the evaluation of staffing requirements, whereas investigative services have fewer such measures. Factors making quantitative analyses more difficult include:

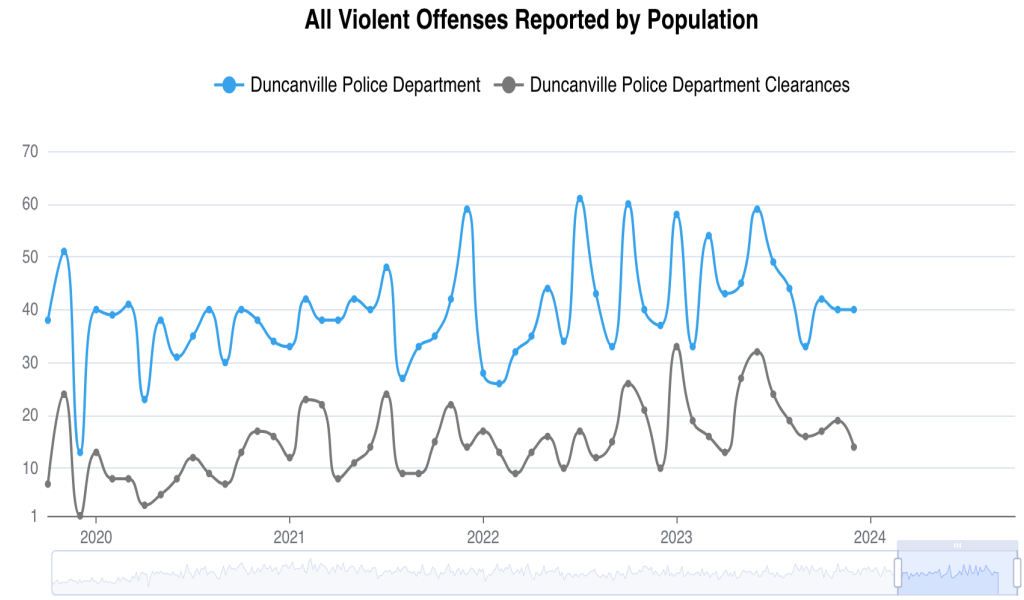
- Approaches used to screen, assign, and monitor cases are different among law enforcement agencies.
- What is investigated varies by agency. The extent to which agencies assign misdemeanor-level property crime cases to detectives varies. Also, the extent to which patrol performs preliminary investigation varies widely and thereby impacts detective caseloads. For example, DPD patrol officers who perform an arrest follow up on those investigations.
- Work practices vary tremendously among agencies, relating to interviewing techniques, mix of telephone and in-person interviews, use of computer Case Management Systems, time devoted to administrative tasks, etc.
- Complexity of caseloads is also a critical factor to consider when examining quantitative factors relating to investigative activity. Each case is different in terms of workable leads, suspect description, evidence availability, victim/witness cooperation, quality of information provided by the original report taker, and numerous other factors. The way information in a single case may combine with information on other cases (e.g. serial crime) also impacts investigative actions.
- Finally, the nature of the community itself is a factor in evaluating investigative workload and staffing needs. Citizen expectations translate into service levels impacting detectives in terms of what is investigated and how investigations are conducted.

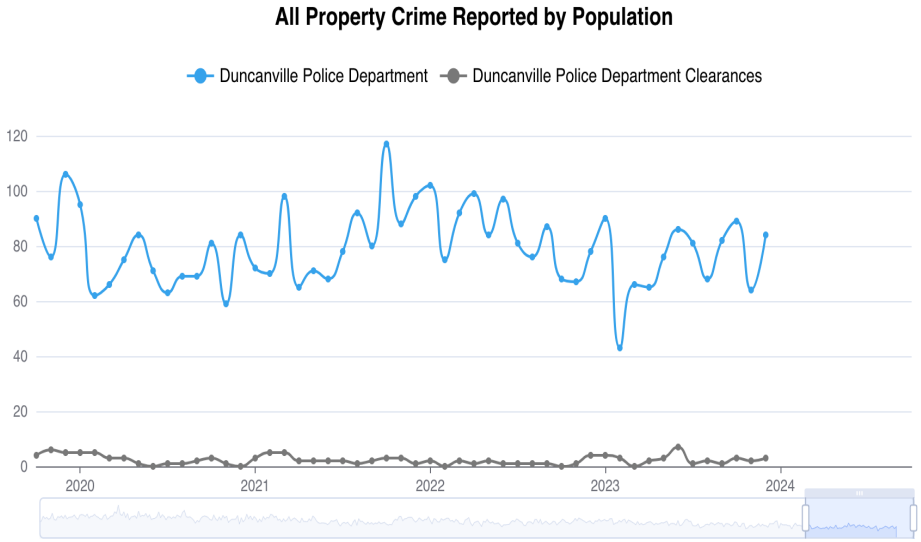
Based on these considerations and unlike patrol, investigative workload does not have as many well-established performance metrics that can be converted into quantitative methodologies to arrive at required staffing levels. Qualitative issues must also be considered which are often difficult to measure. Investigative staffing requirements need to be examined from a variety of perspectives to obtain an overall portrait of staffing issues, case handling issues and operational philosophies that have an impact on staffing needs.

2. Part I Crimes

Part I crimes are a fundamental investigative area for detectives as they reflect major felonious person and property crimes. These data are informative and serve as a baseline for potential investigative efforts.

The following charts reflect Duncanville Part I Crimes for Violent Offenses and Property Crimes for the past 5-year period.





These graphs were taken from the FBI's Crime Data Explorer and reflect a variety of information, some of which is summarized below:

- In 2023, 521 Crimes Against Persons (violent offenses) were reported in Duncanville to include:
  - 28 Robberies
  - 1 Homicide
  - 109 Aggravated Assaults
  - 18 Sex Offenses
- In 2023, 1,207 Crimes Against Property were reported in Duncanville to include:
  - 100 Burglaries
  - 555 Larcenies
  - 248 Motor Vehicle Thefts
  - 103 Fraud Offenses
- Clearance rates for Violent Offenses are slightly better at DPD compared with average clearance rates for Texas and the United States overall (41.1% national versus 46.1% DPD). Clearance rates for Property Crimes, however, are lower in Duncanville than their state and national counterparts. For example, the clearance rate in 2023 for Property Crimes was 3.5% at DPD, whereas the national rate for clearance were 13.9%.

Part I crimes reflect the impact of caseload requirements on detectives and ultimately will influence staffing levels. Moreover, case clearance rates can speak to staffing efficiencies or deficiencies and/or other case management issues.

3. Detective Case Management and Workloads

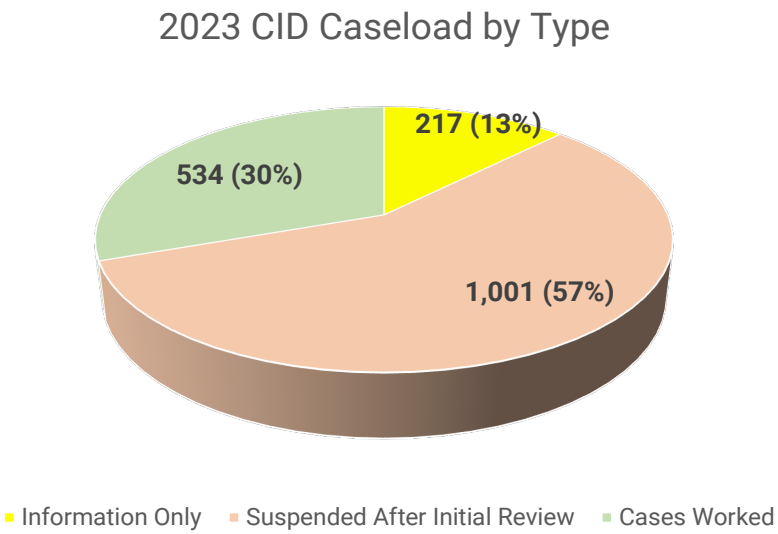
The DPD uses Central Square[7]Records Management System (RMS) to track detective caseload information. Based on this RMS, information was provided in an Excel database for calendar 2023 to reflect detective workload. Information included reported date/time, offense type, case disposition, and investigator assigned. This is the most basic case management information (CMS) and could be enhanced as discussed later in this report. Because there were 255 offense types listed—generally reflecting a more "freeform" data

[7] https://www.centralsquare.com/

entry approach, these offenses were consolidated by the project team into 12 crime categories to facilitate workload discussion.

(1) Workload Based on Case Disposition

Consistent with prevailing practice the CID detectives work cases based on solvability, criticality and time available. To that end cases are initially reviewed and provided an initial case disposition. The following chart shows 2023 detective workload based on these dispositions. This includes the entire CID detective staffing contingent which includes 5 core investigators and 2 narcotics detectives.



As shown by the pie chart three disposition types reflect the workload associated with a case (after the Lieutenant has reviewed and assigned cases). These are: Information Only, Suspended After Initial Review, and Cases Worked. The following is noted:

- 13% of the cases are provided to detectives for information purposes only. These can entail a variety of reports but often include recovered property or vehicle; child protective services referrals; or others. In summary, these cases are not investigated by detectives but are used to keep them informed on various crime patterns and trends.

- 57% of the cases are suspended after an initial review. These are cases that the detectives reads through, but typically discovers there is insufficient evidence to proceed with a thorough investigations. This case screening approach is an effective use of detective time and often includes thefts, burglaries and unauthorized use of a vehicle which generally do not have sufficient witnesses,

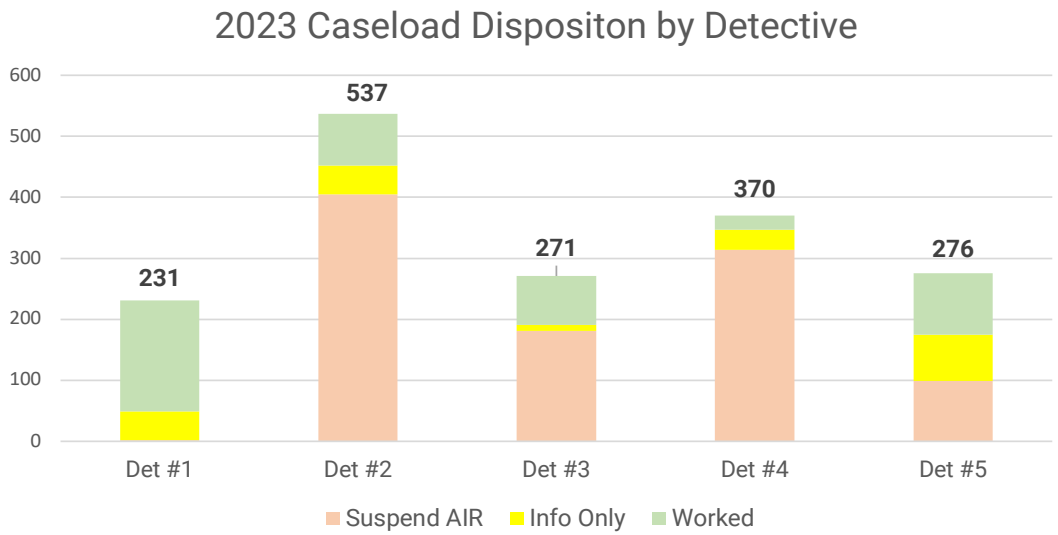
camera footage, other physical evidence, etc. to develop a suspect and strong case. In sum, there are insufficient solvability factors to proceed.

- 30% of the cases are worked. These cases are those where detectives invest a reasonable to lengthy amount of time investigating case circumstances with the intention of solving the case, identifying a suspect and making an arrest. These worked cases take the bulk of detective time.

In summary, in 2023 there were 534 cases worked based on the RMS information provided. This workload is further discussed below and reflects baseline workload used to determine staffing requirements.

(2) Workload by Detective

Based on the three initial case disposition types discussed previously, the following bar chart shows how the core case work detectives managed their respective caseloads assigned by the Lieutenant for 2023. Information on narcotics detectives is discussed later in this report.



The following points are noted:

- **Detective #1** only had 2 cases suspended after initial review. In addition, with respect to cases classified as worked, this detective had the largest percentage with 79% of their cases in this category. The detective focuses on fraud and theft cases and given case types, limited suspensions, and active cases worked, case management may not be entirely effective and workable caseload, therefore, somewhat overemphasized.

- **Detective #2**, conversely, not only has the largest caseload to review but also the largest number of suspended after initial review cases (405). Cases worked reflect 16% (85) of the entire caseload reviewed. This is the Burglary of Motor Vehicles (BMV) detective with also emphasis in burglaries. Given solvability of most of these crimes types, this case management approach seems reasonable.
- **Detective #3** has two-thirds of their cases suspended after initial review with 30% (80) of the cases reviewed classified as workable. This detective had very few Information Only cases assigned. This detective had the highest number of fraud cases and second-highest number of burglary cases, but also had, proportionally, several robbery, assaults and weapons charge cases assigned, suggesting this detective was a definitive "generalist." Given the totality of circumstances, case management and caseload seems reasonable.
- **Detective #4** had the largest number of cases suspended after initial review at 85%. Only 6% (23) cases were classified as worked. This detective had the highest number of theft cases assigned, but also the most weapons and robbery cases assigned as well as several assaults. Given the total person crimes cases assigned is below the number of active cases worked, case management and related coding could be an issue. It is likely the cases classified as worked is somewhat underemphasized.
- **Detective #5** had a near equivalent distribution of cases worked, 37% (101), information cases (27%) and cases suspended after initial review (36%). Based on cases assigned, this detective specialized in person crimes, having nearly all sex crimes and missing persons as well as the most assaults. Given caseload type, it appears this detective is effectively managing assigned caseload yet would be very busy.

In summary, based on an examination of detective workload, there appear to be some case management issues surrounding number of cases assigned to each detective (ranging from 231 to 537 in 2023) as well as comprehensively managing case disposition. While these kinds of issues are not insurmountable, they do potentially impact the actual number of cases that had some level of work accomplished. This is discussed in the following section.

4. How Detective Staffing Numbers are Calculated

Not all investigative cases require the same number of investigative efforts or work hours. For example, a homicide investigation requires more investigative time (and resources)

than a domestic violence investigation. The Matrix Consulting Group has developed a workload-based approaches to investigative assessments.

The firm's workload-based approaches were developed through dozens of recent studies with detectives working cases throughout the nation. Average hours to perform various tasks were developed and the frequency in which these tasks occurred was also devised based upon these participants' interviews on prior studies. This methodology to detective staffing assessments is based on the increasing complexity of case investigations over the years because of new technologies/approaches.

One key variable to determining staffing levels is the actual number of cases worked. As noted in the prior section, the recording of case disposition appeared suspect in some instances. By example, the case dispositions used reflected only 31% of robbery cases were "workable" which is typically not the case. Most robbery cases have at least a cursory investigation, regardless of evidence, because it is a serious person crime. Similarly, 49% of sex crimes were categorized as "worked" and this is unlikely also given the seriousness of the crime. More accurately, however, only 14% of burglary cases were investigated which generally reflects workable cases based on solvability factor. In conclusion, because of these potential shortcomings in case disposition, all sex crimes and robbery cases were defined as workable in the forthcoming staff assessment.

In addition to the number of cases, the types of cases and how long they take to work is fundamental in determining needed staffing. Case workload hours are presented in several following tables and serve as the baseline for detective staffing analysis. These case type metrics, based on case hours worked, strongly influence recommended staffing levels.

Finally, the hours required to work cases, is impacted by the hours available for detectives to work, as discussed in the following section.

(1) Calculation of Detective Net Availability

Before determining staffing needs, it is important to first review the number of net available hours detectives are available to conduct investigations. To conduct this analysis, it is critical to understand the amount of time that detectives are on leave – including vacation, sick, injury, military, off-site training or any other type of leave.

2,080 annual work hours are available to each detective per year. Leave information was provided by DPD and the average amount of leave, in-service training and related taken in 2023 was 335 hours resulting in 1,745 net annual work hours (NAWH) available per detective.

These baseline NAWH of 1,745 hours is the time available to work for a detective. However, there are other on-duty efforts detectives perform other than casework. These are extremely varied dependent upon the agency and range from court time to field response to meetings to off-site meal breaks. This information is rarely captured effectively but our prior experience suggests 20% of NAWH per year is spent in such activities over the course of a year (one in five workdays). As such, 349 hours is subtracted from NAWH for these "supporting tasks" resulting in an adjusted NAWH available to perform core casework of **1,396 per detective per year**.

(2) Hours Dedicated to Workload by Case Types

The tables over the next several pages are used to develop a staffing assessment for the Department's CID.

(2.1) Homicide

Beginning with Homicide, the table illustrates the average hours required by a primary detective assigned the case based on Matrix Consulting Group's (MCG) devised workload metrics. It does not include support from other key staff in initial crime scene canvassing, suspect interview teaming, etc.

Approximate Homicide Case Hours

Common Tasks	Common Processes	Approximate Time	% of Time Completed
DNA	Evidence to Crime Lab	4 hours (Includes submission and report)	100%
Crime Scene Material (Evidence left by suspect)	Evidence to Property Control	4 hours (Includes Inspecting and writing report)	100%
Cell Phones	Cell Phone Downloads	30 hours (Some phones take much longer)	100%
Video	Review of video recovered from scene	80 hours (To review and write report)	100%
Social media / Electronic Records / Physical location	Warrants / Subpoenas / Review of Evidence Obtained	80 hours (Includes reviewing and report writing)	100%
	Surveillance (Locating suspect)	10 hours (Includes report writing)	100%
Postmortem Exam	Autopsy performed by ME (Dets. observe consult)	6 hours (Includes Inspecting and writing report)	100%

Common Tasks	Common Processes	Approximate Time	% of Time Completed
Witnesses	Witness Interviews (Locating)	40 hours (Includes report writing)	100%
Suspect	Suspect Interview	12 hours (Longer if lodged - Includes report writing)	70%
Jail Call Monitoring	Review Calls	40 hours	100%
DA Contact/Filing	Consult with DA	30 hours	100%
Total		336 hours- *If all tasks completed*	

This homicide table serves as a good illustration of how average case time is determined (for all case types). Estimated time is multiplied by the frequency of occurrence. 336 hours is the result of all tasks are performed, while **332.4** hours is the case average because of some homicide suspects not being identified or not being interviewed.

This list is not all inclusive and does not contain all elements. By example not every homicide will have same amount of evidence or interviews conducted. Included in these hours is the assumption that detectives will be using records management searches, social media searches, checking association files, receiving informant information and other investigative techniques (trackers, cell tower data, etc.) if available. It also assumes that detectives work as a team and not all investigative hours will be worked by the primary detective—more hours will likely be dedicated to support the primary detective's efforts in a support role, but these are extremely variable (above hours shown are for lead detective only). Some immediately solvable cases will not require the number of hours listed, but several cases may require significantly more.

The above calculations are based on the primary or lead detective only and not inclusive of a team approach. Duncanville, like most police departments, respond to each homicide as a team with nearly all available detectives assisting with initial interviews, canvassing, locating evidence, writing warrants and coordinating follow up. Much of this work is done in the first 48-72 hours on both regular work hours and overtime. To account for this, an average of 16 hours regular time per homicide case per detective is used. The table below illustrates this calculation:

Additional Homicide Case Initial Investigative Hours

Number Detectives	of Hours per Detective	Total Hours per Case
5	16	80
TOTAL:		

The data presented in these two homicide tables is used at the end of this section to show impact on staffing levels.

(2.2) Sex Crimes

Sex assault and crimes against children, are complex cases and are treated very seriously by the judicial system. They tend to have more evidence and victim contact requiring more time in interviews and the recovering and processing of evidence when compared with some other person crimes (e.g. robbery). These cases generally involve the use of

Caseload metrics for these sensitive and sexual assault cases, like the homicide table previously shown, are provided in the following:

Sensitive and Sexual Assault Case Hours

Common Tasks	Common Processes	Approximate Time	% of Time Completed
DNA	Evidence to Crime Lab	2 hours (Includes submission and report)	50%
Crime Scene Material (Evidence left by suspect)	Evidence to Property Control	2 hours (Includes Inspecting and writing report)	50%
Cell Phones	Cell Phone Downloads	4 hours (Some phones take much longer)	40%
Video	Review of video recovered from scene	4 hours (To review and write report)	50%
Social Media/Electronic Records/physical location	Warrants/Subpoenas	30 hours (Includes reviewing and report writing)	33%
Surveillance	Surveillance (Locating suspect)	10 hours (Includes report writing)	20%
Sex Assault Kit	Sex Assault Exam	6 hours (Done by Hospital Staff, but a detective is required to be present at hospital and requires submission to lab)	90%

Common Tasks	Common Processes	Approximate Time	% of Time Completed
Victim Statement	Victim Interview	4 hours Interviews are recorded (Includes report writing)	100%
Witnesses	Witness Interviews	2 hours (Includes report writing)	100%
Suspect	Suspect Interview	2 hours (Includes report writing)	50%
Jail Call Monitoring	Review Calls	2 hours	20%
DA Filing	Consult with DA	1 hours	20%
Total		69 hours- *If all tasks completed*	

Some cases will not require the number of hours listed, but some child or sexual assault cases may require significantly more. Based on the percentage for how often each subtask is completed, each solvable case equates to an average of approximately **30.6** hours or a probable maximum of 69 hours.

It should be noted that many of these sensitive crimes cannot be conducted quickly, but rather is a time investment over a longer period.

(2.3) Person Crimes (Robbery, Assault, Weapons, etc.)

Other types of major person crimes beyond the very sophisticated sex crimes also take a notable amount of time given the elements of the crime. The crime types are often given high priority given the impact to the victim(s). The following table summarizes efforts related to these person crimes:

Approximate Person Crime Case Hours

Common Tasks	Common Processes	Approximate Time	% of Time Completed
DNA	Evidence to Crime Lab	3 hours (Includes submission and report)	10%
Crime Scene Material (Evidence left by suspect)	Evidence to Property Control	4 hours (Includes Inspecting and writing report)	30%
Cell Phones	Cell Phone Downloads	10 hours (Some phones take much longer)	50%

Common Tasks	Common Processes	Approximate Time	% of Time Completed
Video	Review of video recovered from scene	10 hours (To review and write report)	50%
Social Media / Electronic Records / physical location	Warrants / Subpoenas	30 hours (Includes reviewing and report writing)	20%
Surveillance	Surveillance (Locating suspect)	10 hours (Includes report writing)	10%
Victim Statement	Victim Interview	1 hours (Includes report writing)	100%
Witnesses	Witness Interviews	1 hours (Includes report writing)	100%
Suspect	Suspect Interview	2 hours (Longer if lodged -Includes report writing)	50%
Jail Call Monitoring	Review Calls	10 hours	10%
DA Contact/Filing	Consult with DA	4 hours	10%
Total		82 hours- *If all tasks completed*	

The person crime component averages **22.6 hours** per case given the percentage of time certain tasks are completed. As noted, maximum calculated hours are 82 per case, though some investigations could take longer dependent upon the complexity of evidence.

(2.4) Property Crimes

Burglary / Property Crimes are typically less complex investigative cases than person crimes and generally require less investigative time or resources. These cases are treated less seriously by the judicial system, and they tend to have less witnesses. The following chart describes approximate investigative times for Burglary and other property-related crimes such as theft, fraud, etc.:

Approximate Property Crime Case Hours

Common Tasks	Common Processes	Approximate Time	% of Time Completed
DNA	Evidence to crime lab, includes submission and report.	2 hours	20%
Crime Scene Material	Evidence to property control, inspection, and report writing.	2 hours	20%
Cell Phones	Cell phone downloads, with some taking longer than others.	4 hours	50%
Video	Review of video recovered from scene and report writing.	2 hours	50%
Social Media/ Elec. Records	Warrants/subpoenas, including submission and report.	6 hours	30%
Location Data	Warrants/subpoenas, including submission and report.	20 hours	40%
Surveillance	Surveillance, including locating suspect and report writing.	10 hours	20%
Victim / Witness Interviews	Interview(s), including report writing.	1 hours	50%
Suspect Interview	Interview(s), including report writing.	1 hours	50%
Jail Call Monitoring	Listen to calls, report writing.	2 hours	10%
Consult with DA	Review case, perform follow up, includes report writing.	1 hours	10%
Total		*51.0 hours- if all tasks completed*	

Property crimes are calculated at **16.9 hours** per case with a maximum case average of 51 hours as shown. With regard to DPD, any case actually worked despite disposition

data that was classified as "Information Only," as well as those falling in an "Other" crime type category, were calculated at the property crime workload hours.

(3) Detective Staffing Requirements based on Workload

Given the various information shown in the above sections, the total workload hours estimated to be required for work on cases can be developed. These data are summarized in the following table with footnoted information for additional clarity.

Detective Workload Requirements (2023)

Case Type	# Cases Worked[8]	Avg. Hours Per Case	Total Hours Required
Homicide	2.2	412.4	907
Sex Crimes	45	30.6	1,377
Person Crimes	64	22.6	1,446
Property Crimes	375	16.9	6,338
Missing Person	49	4	196
TOTAL:			**10,264**

As shown, projected workload requirements is 10,264 caseload hours. Using the net annual work hours of 1,396 annual hours available per detective, results in a detective staffing requirement of 7.35 positions. This is compared to the 5 positions currently deployed and the 8 positions authorized.

Generally, one key question is what is the potential outcome of adding staff based on workload analysis? Furthermore, what is potentially not getting accomplished as a result of existing staffing? While answers to these questions cannot be definitive based on this kind of staffing analysis, the following observations can be made that point to potential operational enhancement in Duncanville PD's Criminal Investigations Division.

- Clearance rate for property crimes are notably lower at DPD compared to national averages. Clearance rate in 2023 for Property Crimes was 3.5% at DPD, whereas national rates for clearance was 13.9%. The addition of detective staff can augment investigations, thereby potentially improving clearance rate.

[8] Because of the work requirements of homicides, the cases worked were averaged from 2019-2023 as opposed to just 2023 data where there was 1 homicide. Missing Person cases are calculated at 4 hours per case, though they can vary widely. As noted in the chapter, irrespective of case disposition data, all robbery and sex crimes were classified as workable for staff projection purposes.

- Additional staff can help facilitate additional specialization in certain crime types, thereby enhancing investigative expertise. By example, every detective was involved in robbery cases as well as assault cases. If practical, these cases should be assigned to a smaller contingent who can develop further expertise in investigating these higher profile crimes. Additional detective staff will help facilitate this.
- As previously discussed, based on case disposition some higher profile crime types such as robbery, sex crimes and assault may have been prematurely suspended after an initial case review due to a lack of staff resources to pursue cases that did not initially have several solvability factors. Additional detective staff will allow dedicating resources to these higher profile crime types, so that additional effort can be applied to cases with less evidence/witnesses at the beginning of the case.
- Given some detectives have multiple ancillary duties, thereby restricting their ability to work on cases, additional staff resources will help mitigate the impact of these additional work requirements.

Given the totality of information, an addition of 3 investigative detectives should be added above the current contingent of 5 personnel, resulting in meeting the current authorized staffing level of 8 caseload detectives.

Recommendation:

Maintain the current authorized staffing of 8 FTE detectives assigned to general investigations.

5. Criminal Investigations Division Supervision

The importance of an appropriately staffed management and supervisory contingent cannot be over-emphasized. The CID has 1 Lieutenant position overseeing the Division with 1 Sergeant position overseeing the Narcotics Unit and Property and Evidence Unit.

Given the broad roles and responsibilities of both the CID Lieutenant and Sergeant position, who in addition to overseeing staff have numerous secondary and ancillary duties such as SWAT Commander for the Lieutenant, the current supervisory span of control over CID staff is lacking, particularly with a recommended increased staffing level. Consequently, 1 additional sergeant position should be approved for the Criminal Investigations Division to directly oversee the recommended 8 caseload detectives. Several of the duties and responsibilities now assigned to the Lieutenant can be transferred to this new sergeant, to include CID caseload review and detective

assignment as well as more robust case management oversight in the Central Square RMS.

The new organizational structure would be 1 Lieutenant overseeing the CID secretary, Crime Victims Advocate, Crime Analyst and 2 sergeants while the sergeants would oversee their respective detectives and the Property and Evidence room staff. This better facilitates supervision to staffing ratios that typically should not fall outside the boundaries of 1: 6-9 in any law enforcement group except for high-profile units such as Homicide, special enforcement teams (e.g. Narcotics), and the like requiring closer supervision that may demand even lower supervision to staffing ratios.

Recommendation:

Authorize 1 new sergeant position to oversee the recommended 8 caseload detectives.

6. Narcotics Unit

Proactive enforcement functions are more difficult to evaluate than are 'reactive' case handling investigations and patrol counterparts described elsewhere in this report. In brief, the allocation of staff resources to these types of functions is generally a policy decision driven by law enforcement executives based on perceived community need. As such, the staffing level within specialized units is framed by the Police Chief's executive team judgment that should be guided by certain principles and data elements to help determine adequate unit size and staffing. There is no precise formula to evaluate the level of staff resources a community should allocate to these enforcement efforts because proactive efforts are, by their very nature, discretionary. One broad guideline however, that is generally accepted, is that authorized staffing for proactive units should be an "even" staffing number, thereby allowing teaming of personnel in these higher risk endeavors. Currently, the DPD Narcotics Unit is staffed with the 1 aforementioned sergeant and 1 detective, with 3 authorized detectives but two positions remaining unfilled.

Investigative units dedicated to proactive efforts require very close scrutiny given their unique roles. Because staffing levels often become an outcome of performance, the effectiveness of proactive investigative units needs to focus more on the process of targeting problems in the community and making assigned staff accountable for results. In brief, proactive investigative units require close oversight given their unique roles and they must have established performance expectations and related metrics or Key Performance Indicators (KPI) that influences their workloads and can ultimately influence staffing needs.

With most performance reporting in any law enforcement agency, proactive enforcement units often report on performance outputs that includes number of arrests, weapons and drugs confiscated, monies seized, warrants served, etc. According to the Department's 2023 Annual Report, the following KPIs were noted:

- $155,383 narcotics dollars seized; value of narcotics seized: $1,000,000.
- 60 narcotics search warrants; 20 high risk warrants processed.
- 29 weapons seized.
- 15 felonious cases filed.
- 100 cases expected to be adopted by the Drug Enforcement Agency (DEA); 5 operations assisting the DEA.

These metrics provide an overview of the Narcotics' Unit performance; at issue, is if this value is perceived worth the investment of 1 sergeant and 1 detective, the former having many secondary and ancillary duties.

While the current Narcotics Unit structure facilitates working in pairs, a unit of this size, despite successes, is generally too small to help ensure safety, operational flexibility, etc. Given the production of the unit, however, and the apparent policy priority of the unit, the Narcotics Unit should be increased to its currently recommended size of 1 sergeant and 3 detectives. This will require an addition of 2 detectives over current actual staffing.

Recommendation:

Continue to authorize 1 sergeant position to oversee the Narcotics Unit and Property and Evidence. Fill the 3 authorized Narcotics Unit detective positions requiring the addition of 2 detectives.

7. Case Management System (CMS) Improvements

An important issue for the CID should be to fully implement a comprehensive Case Management System (CMS) to better facilitate investigations, case tracking, case management, and ultimately provide information to help determine investigative staff resources. As noted previously in the staffing section, there is currently some issues surrounding the use of the Central Square RMS as a case management tool.

A comprehensive CMS that facilitates the effective management of casework can be used in multiple ways and has the capability to transform how the CID operates and is staffed. Case management, facilitated by a robust CMS, helps ensure cases get

processed properly, are assigned equitably among staff, and help support the need for additional (or fewer) detectives in a work unit, thereby allowing an investigative operation to adapt to changing circumstances. A CMS should ideally have many of the following characteristics:

- Storage and rapid retrieval of important information such as witness, victim and suspect statements, and related supplemental reports.
- Locating and retrieving audio and video files linked to cases.
- Tracking physical evidence and the completion of processing related thereto.
- Managing assigned major tasks to each case.
- Determining caseloads by detective by time.
- Effectively determining case closures, by time frame, as a result of arrest or exceptional means. Relevant data is available for case clearance.
- Cross-indexing all information with easy search capabilities for all investigators and supervisors assigned to the case.
- Cross-indexing allows for the linkage of cases to develop patterns or series of crime.
- Ability to regularly run investigative reports for supervision and management to include standard as well as customized reports.
- Ideally, linkage to other information systems such as Records Management (RMS) and Computer-aided Dispatch (CAD).
- Ability to use reported information to help inform required investigative staffing levels.

Without a CMS the ability to effectively manage the CID and devise appropriate investigative staffing levels as circumstances shift is restricted. In summary, the benefits of effectively implementing a CMS or better utilizing RMS features consistent with the prior characteristics is a worthwhile endeavor.

Recommendation:

Better utilize the Central Square RMS software to enhance detective case management consistent with the principles and characteristics discussed in this report.

8. Criminal Investigations Division Supporting Staff and Operations

In addition to investigative efforts performed by various staff in the CID, there are important supporting staff to include:

- CID Secretary
- Crime Victims Advocate
- Crime Analyst
- Property and Evidence composed of 2 positions.

The following sub-sections discuss the project team's assessment.

(1) CID Secretary

The Secretary supports the Lieutenant and CID in a variety of ways to include managing caseload paperwork for District Attorney filing purposes, facilitating warrants processes, and answering Division phones. Beyond these core duties, a variety of other tasks are performed, as assigned. Given the breadth of workload, this position is a requirement in the Criminal Investigations Division.

(2) Crime Victims Advocate

The Crime Victims Advocate reports to the Lieutenant and provides varied services related to counseling support; criminal justice system information and information about the reported case; assistance with the Crime Victim Compensation Program; personal advocacy; referral to local resources; and immigration services to those qualified. These varied duties are critical to support victims typically of violent crimes and/or resulting in significant loss. As such, this progressive position should be retained.

(3) Crime Analyst

The Crime Analyst, reporting to the Lieutenant, serves multiple roles for the Duncanville Police Department. Per state Department of Public Safety and FBI requirements, the Analyst serves as the Department's Terminal Agency Coordinator (TAC) responsible for ensuring the DPD is compliant with TCIC, NCIC and CJIS policies. The Crime Analyst functions as the Alarm Permit Administrator to include new account set-up, delinquency resolutions and appeals reviews. Additionally, the Analyst performs as the Administrator for Zuercher CAD and Central Square RMS, resolving end-user issues. With respect to specific crime analysis and related functions, the Analyst performs statistics retrieval including creation of monthly/quarterly reports for the Chief and Council, and by request.

Finally, the Crime Analyst performs a variety of special project to include such endeavors as the Data Driven Approach to Crime and Traffic Safety (DDACTS) program.

Given the wide-ranging duties and responsibilities, many of which are not related specifically to crime analysis, the only issue is not whether the position is value-added, but whether another analyst position should be added to more often perform crime analysis functions. One way in which this could be accomplished is to regionalize crime analysis with the other "Tri-Cities" partners at Cedar Hill and DeSoto. This shared service arrangement could prove value added.

(4) Property and Evidence

The Property and Evidence function, reporting to the Narcotics Sergeant, is responsible for the management and safekeeping of evidence and property in their possession. There are 2 positions in the Unit where a Senior Evidence Technician provides oversight of an Evidence Technician position. Major duties include maintaining the chain of custody of property and evidence; preparing evidence to be sent to various labs; video request and lab reports for the District Attorney's Office; court orders that lead to evidence destruction; preparing items for court review; performing property and evidence intake, management and destruction; maintaining the P&E database; managing the safe and cash contents; and performing monthly and annual audits.

Additionally, and somewhat oddly compared to most law enforcement counterparts, the Senior Evidence Technician performs frequent field call-outs in support of Crime Scene investigation (CSI) and evidence collection, supporting detective staff in their concurrent efforts. Given the Senior Technicians training and skills, she provides periodic P&E training and related CSI training to Patrol and other staff.

As of June 2024, Property and Evidence had 28,691 evidence records that they were managing. In 2023, 138 pages of evidence, with approximately 18 items per page, were booked into the P&E room by staff[9]. Comparatively in 2023, only 15 pages of evidence were released. Furthermore, only 5 pages of evidence were destroyed in 2023. These metrics demonstrate not only the intake and output of this operation, but also the magnitude of property and evidence that must be managed and tracked that remain in storage.

As noted, in addition to property and evidence duties and responsibilities, the Senior Evidence Technician is also responsible, in part, for crime scene processing and support. The combination of all duties performed by these two positions, of which the Evidence

[9] By illustration only, this likely represents an average of approximately 10 items per day that must be processed and effectively stored and accounted for.

Technician had been under training at the time of this report, reflects a burdensome amount of workload for two positions. Indeed, anecdotally the senior position indicated they work 40-60 hours of overtime on average every two-week pay period.

Based on the totality of information available, the Property and Evidence Unit should expand their staff contingent by one Evidence Technician position.

Recommendations:

Continue to authorize 1 Secretary in the CID.

Continue to authorize 1 Crime Victims Advocate in the CID.

Continue to authorize 1 Crime Analyst in the CID. Explore a shared services arrangement with the two other "Tri-Cities" of Cedar Hill and DeSoto to regionalize crime analysis, and related staffing.

Increase the Property and Evidence Unit from 2 current personnel by an additional 1 Evidence Technician position.

4. Office of the Chief

The Office of the Chief of Police is comprised of the police executives and support staff responsible for all aspects of Department operations. The executive-level personnel within the Office of the Chief include the Chief of Police, two Assistant Chiefs of Police, and the Chief Operations Officer. Two Records Technicians report to the Chief Operations Officer.

This section of the report will analyze the Department's records functions. The executive positions including the Chief of Police, the Assistant Chiefs, and the Chief Operations Officer are positions that are critical to the overall function of the organization and should be maintained at all times into the future.

Records

The Records team is comprised of one (1) Senior Records Technician and one (1) Records Technician. They are responsible for maintaining accurate law enforcement records.

The MCG project team collected data related to the Records function of the Duncanville Police Department in addition to conducting interviews of key personnel. These interviews allowed the project team to understand the delineation of roles and responsibilities between the Chief Operations Officer and the Records Technicians. Additionally, it allowed for the development of average task completion values for the tasks completed by Records personnel.

The Senior Records Technician and Records Technician complete the majority of Records tasks. These employees largely function in an independent manner. The below includes, but is not limited to, the roles and responsibilities of Records Technicians:

- Providing customer service and support to individuals who come to the Police Department and who call the Department.
- Processing of open records requests, arrest/incident/crash reports, and citations
- Cashiering
- Scanning
- Scheduling of VIN inspections
- NIBRS Reporting
- Quality control of incident reports

The Chief Operations Officer assists with Records-related responsibilities, including assisting with customer service, fulfilling legal requests, and maintaining confidential internal records.

1. Records Workload

Records personnel provided the MCG project team with data related to the different task types associated with their workload as well as counts of the number of times each task was completed in a given year. The below table displays the primary task types handled by Records personnel as well as the number of times each task was completed in the year provided (2023).

2023 Records Workload Metrics

2023 Workload Metrics #	Avg. Dur.	Minutes	Hours	
Incident/Crime Reports Proc.	4,226	30	126,780	2,113
Reports Scanned	2,860	30	85,800	1,430
Front Counter Contacts	3,000	10	30,000	500
Phone Calls Handled	9,456	5	47,280	788
VIN Inspections	387	15	5,805	96.75
Solicitor Permits Proc.	5	20	100	1.7
Records Expungements	24	60	1,440	24
Subpoenas Proc.	840	20	16,800	280
Crash Reports Proc.	10	5	50	.8
Total	**20,808**	**-**	**314,055**	**5,234**

The Records workload can be seen above to be 5,234 work hours per year. To develop that annual work hours value into a staffing recommendation, that value is divided by the average net annual work hours of a professional staff employee. The average net annual work hours of a professional staff employee are determined after accounting for vacation, sick leave, training, and other absences. This value, in the experience of the MCG project team, is 1,720 net annual work hours. The below table outlines the staffing calculation.

Calculation of Records Staffing Needs

Total work hours		5,234
Divided by total net available hours for 1 Technician	÷	1,720
Total Number of Technicians Needed	=	3.04

The above calculation indicates a need for an additional Records Technician. Increasing the authorized staffing level of Records Technicians from two (2) Technicians to three (3) Technicians will allow for the entirety of the Records workload to be supported by

Records personnel. Increased staffing will allow for the Chief Operations Officer to focus solely on personnel management and supervision of Records personnel in addition to budget oversight and other managerial tasks.

The existing structure within Records should be maintained. The Senior Records Technician will function as the daily, operational supervisor of the non-supervisory Records Technicians.

Recommendation:

Increase Records Technician staffing by 1 FTE for a total of 3 FTE. This would result in one Senior Records Technician and two Records Technicians.

5. Police Facility Assessment

In November 2024, the project team toured the Duncanville Police Department to complete a facility assessment to determine how well the current facility is meeting current and project needs for the Police Department to effectively serve the City of Duncanville.

The following subsections outlines the project team's findings related to the conditional assessment of the current Police facility.

1. Overall Assessment of the Current Police Headquarters.

The project team toured the Duncanville Police Department Headquarters. The intent of this exercise was to develop an understanding of operational challenges within the current facility design and determine if the facility could be remodeled or a new facility was in the best interest of the City moving forward. The following points summarize key findings from the tour:

- The Police Department shares a common wall with City Hall and is part of the overall City Hall complex. Ventilation issues have caused the odor of narcotics stored as evidence to penetrate City Hall.
- The signage for the Police Department is poor.
- The facility is undersized to meet the current and future needs of the Duncanville Police Department.
- There were several leaks noticed in ceiling tiles throughout the facility, including in the Assistant Chief office, Criminal Investigations and others.
- Settling cracks were noticed on several walls in the building.
- The facility is secure and there are separate public and staff secure areas, with appropriate security between the two zones.
- There are limited expansion opportunities within the existing building. Most opportunities are related to moving staff and transitioning single offices into shared office space.
- Parking for visitors to the Department is limited with the public parking area having 37 parking spaces and being shared with the adjacent park.
- Secure parking is limited to 32 spaces inside the secure fenced parking area. Staff often have to utilize the public parking area.
- There one small room in the lobby to meet with citizens and conduct juvenile interviews, any soft interviews must be conducted in the secure areas of the building.
- There are two public restrooms located off the lobby.

- The waiting area in the lobby is limited to two (2) seats for persons coming to visit the Police Department.
- Office adjacencies are not located to maximize communication and working relationships for functions within the PD that require frequent interaction.

The current Police Department Headquarters has few strengths and many challenges with the current design of the building. There are some design challenges that impact current operations and there is limited ability to add staff to the current building without significant renovations, which would be difficult without encroaching on the adjacent open space in use for Armstrong Park and Kidsville.

1. Assessment of Specific Work Areas

The following sections illustrate the project team's assessment of specific work areas in the Police Department Headquarters.

(1) Public Spaces and Records

Public spaces are not inviting and do not lend to the focus of the Department to be able to provide community focused services. There are no public meeting or other spaces for meaningful engagement between the Department and the public in the current facility.

The Records Division is located adjacent to the policy lobby and able to interact with guests who enter the lobby area through bullet resistant glass using an intercom system.

The current office area of the Records Division is not large enough to accommodate staff assigned to the area which has an administrative position and records supervisor sharing office space in the records storage area.

The records storage area is beyond capacity with records being stored in file cabinets, on shelving in boxes and in boxes on the floor.

There is limited space to review or file records in the storage area.

(2) Property and Evidence

There are several challenges with the current allocation and the configuration of space for property and evidence. Texas along with many other states have increased the time requirements that agencies must retain evidence, which requires agencies to hold onto evidence much longer. This is noted with the requirement to maintain biological and homicide evidence.

Key challenges with the Property and Evidence space program:

- The office/workstation area is not adequately sized to meet current or future needs.
- The overall size of the evidence vault is not appropriate. Evidence is currently stored in 6 separate locations in the building, including the previous holding cells.
- Best practices require guns, money and narcotics to be stored in a secondary secured location in the property and evidence area and this is not currently possible.
- The drug vault is appropriately sized. However, the current drug vault should include direct exterior ventilation. This is a design flaw in the current building and has caused the odor of narcotics to penetrate City Hall.
- The refrigeration/frozen evidence space is not adequately sized. To meet the needs of the Department, space should be provided for a minimum of 6 commercial sized units. Additionally, the electrical circuit for these units should be included in the facilities back up power system.
- The sexual assault vault and storage of biological evidence is currently inadequate. This can be incorporated into the refrigeration unit as needed based on the previous discussion.
- There is a need for dedicated RF shielded/computer forensic space. This will allow for appropriate space to process digital forensics evidence, which is more prevalent.
- There is not a separate space for the release of evidence, and this is currently conducted in the secure area of the Police Department.
- There is inadequate space for officers to process evidence prior to placing it lockers for retrieval by the Evidence Technician.

There is a need to significantly increase the size and security of the area allocated for the property and evidence function.

(3) Patrol

The following points summarize the key findings for the Patrol section of the space program. Noting that this section includes all field staff.

- Supervisor office and work areas are shared spaces for the Sergeants and Lieutenants.
- The briefing and training rooms are shared spaces and located in secure areas of the building which limits use for any outside training participation.
- The report writing room is small and has 3 workstations for shared use between all field personnel.

- There is no specified area for holding detained juveniles which ensures they can be continuously monitored while being detained. The current "juvenile interview area" is located in the lobby of the facility and is not in a secure location.
- Locker rooms are outdated and in need of updating. The locker space for female officers is at capacity. The men's locker room has 2 showers and the female locker room 1 shower available.
- The locker room for personnel assigned to the SWAT team is in a reclaimed space with 15 homemade lockers that have poor security features.
- Animal Control and Traffic personnel are officed in a non-secure area in City Hall that previously served as an IT server room. This location does not allow frequent interaction with other field officers in the Department.
- Parking enforcement is in a separate private office in the Police Department.
- Juvenile officers are also not located in near proximity to either Patrol or Criminal Investigations which limits interaction between these workgroups.

The overall square footage for patrol is appropriate to meet the projected need but should be modified as discussed above.

(4) Criminal Investigations

The following points summarize the key findings for the Criminal Investigations Division of the Police Department.

- The office areas for the Lieutenant and Victim Advocate are private and provide appropriate workspace for these positions.
- The work area for detectives and support personnel includes 8 cubicles for detectives, 1 administrative workspace and 1 workspace assigned to the Department Chaplain. There are concerns around the lack of ability to secure the detective workspaces. There is no room for any expansion of cubical space in this area.
- There are only two hard interview rooms available in the facility.
- There are no soft interview rooms or rooms that are appropriated for victims of child or spousal abuse.
- There is a lack of secured file storage available for investigators.

Overall, the current workspace in CID is appropriate to meet the current needs of the Department.

(5) Administration

The following points summarize the key findings for the Administration section of the space program.

- Administration includes the Chief and 2 Assistant Chiefs and the Chiefs Administrative Assistant. There is separation of these positions due to current space constraints in the Police Headquarters facility.
- The Chief has a private office and the 2 Assistant Chiefs each have an office, but not located in a designated administrative area.
- The Chief's Administrative Assistant currently works in the records area and is not located near the command staff of the Department.
- There is a single conference room shared by all command staff, but access to 2 of the command offices is limited to access through this conference room.
- The Crime Analyst is in a private office separated from other administrative and Criminal Investigation functions.
- The Crime Prevention personnel and volunteers of the Department share an office with 2 desks.

There is a lack of proximity for administrative positions that should have frequent contact due to design and space limitations of the current Police Headquarters facility.

(6) Shared Spaces

There is a small, shared break area in the Police Department. This space can accommodate 3 persons.

The fitness area is in the area previously used as the Sally Port and is not climate controlled.

There is no dedicated space for a quartermaster. Storage areas are scattered throughout the building, making access to supplies and equipment problematic as there is no thoughtful approach to how these items are stored due to the lack of storage space in the current facility.

Overall the shared and storage spaces do not meet the needs of the Police Department.

Summary

The Duncanville Police Headquarters facility was constructed in 1987 as part of the construction of City Hall. It does not meet the needs of the agency or possess many features that are common in modern police facilities to serve communities with a focus on community involvement in policing.

There are several areas with adjacency issues that limit communication in the Department and cause personnel to force interaction. Storage and shared spaces are limited, public spaces are nearly non-existent and the ability to expand the current facility is limited due its adjacency to City Hall and dedicated park space. The City should retain

the services of an architect to determine the best options for space planning and facility needs related to any possible renovation or the construction of a new Police Headquarters.

6. Analysis of Projected Service and Staffing Needs

The following chapter provides a plan for public safety services over a 10-year planning horizon to assess how anticipated growth and development in Duncanville will shape future service need demand, as well as how staffing needs will evolve in response to this growth.

(1) Introduction and Methodology

Our analysis considers an array of data sources to provide a realistic simulation of how development activity will shape growth in the city and how that growth will affect service needs. The foundation for our analysis is the current relationship between workload and population in Duncanville. This is analyzed through:

- Analysis of police computer-aided dispatch data.
- Calculations made from NIBRS data, selecting crime categories that translate to UCR Part I crimes to provide for a level analysis.
- 2020 Census data and ACS (American Community Survey) estimates for population, housing units, household size, and unit occupancy.
- October 2014 draft Economic Base Report prepared by MRB Group, in support of the City's Comprehensive Plan Update process.

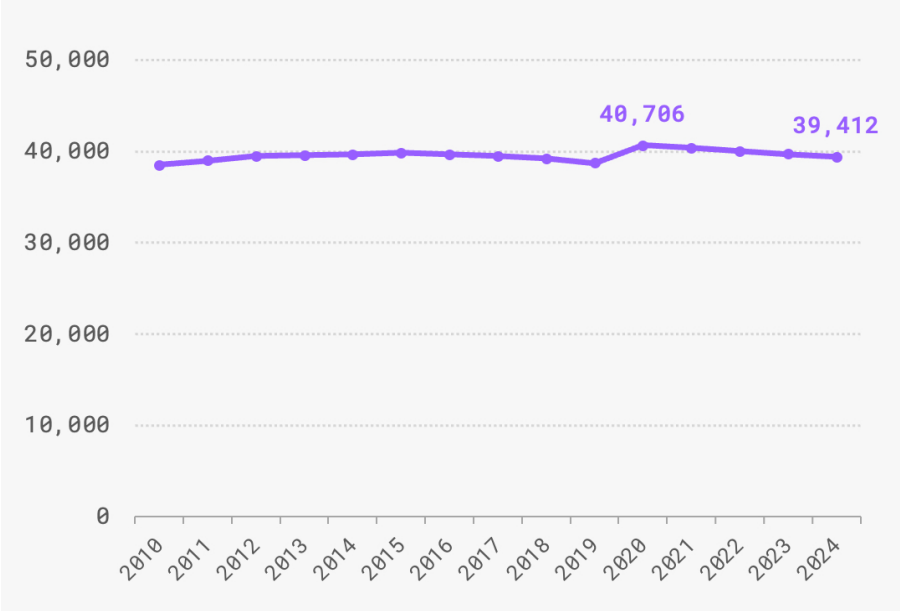
With the understanding of workload and population achieved through these data sources, the project team collected planning data on land use, anticipated development projects, and other relevant data.

(2) Overview of Development Activity in Duncanville

Duncanville is currently in the process of updating its Comprehensive Plan, which may potentially lead to increased development through rezonings. Additionally, the potential to create a new TIF (tax increment financing) may also spur development, as well as the potential for new TOD (transit-oriented development) projects along a proposed rail line.

In recent years, Duncanville's population has declined slightly from a high in 2020.

Duncanville Population (2010-2024, US Decennial Census and ACS Estimates)



Even at its highest point in 2020, growth rates had been minimal throughout the decade prior. While additional housing units have been added throughout that time period, the changing age demographics of the population and, adjacently, average household size are playing determinant roles in decreasing the city's overall population.

The recently completed Economic Base Report by the MRB Group provides a critical foundation to the projections analysis, examining these issues and developing projections based on these changes. Among other topics, the MRB Group report offers projections through 2029 (five years from current/baseline) on household size, median age, number of households, and household size.

Our projections take the findings and conclusions raised by this report as baselines.

Given that the context of the Economic Base Report is in support of the City's Comprehensive Plan Update, it is possible that rezonings and new TIFs could be developed that change the direction of this growth. Consequently, our analysis uses the report as a baseline and modifies the end-line conclusions on population projections based on estimated additional growth that *could* occur in relation to the Comprehensive Plan update, and as a result, is not factored into the MRB Group report.

Furthermore, the MRB group provides five-year projects. Our analysis assumed that the same rate of change is extended through the five to ten-year period.

(3) Demographic Shifts in Household Size

At the core of forward-looking projects are diverging impacts that are expected to occur:

- Household size (and population per housing *unit*) are expected to decline over the next five years. In isolation, this demographic shift would lead to a *decrease* in population.
- The number of households is expected to decrease. In isolation, this demographic shift would lead to a *decrease* in population.
- Construction of new housing units may be spurred by the Comprehensive Plan Update and associated rezonings, the creation of a new TIF, development projects currently under review, and potential new transit-oriented development projects. In isolation, these changes would lead to an *increase* in population.

Examining the first variable, household size, a slight decrease is expected over the next decade:

	2024	2029	2034	10YR +/-
Pop. Per Household	2.96	2.94	2.92	-0.046

About a 0.05 people per household decrease is forecasted over the next 10 years, a relatively minimal change that reflects a slightly older population – consistent with regional and national trends.

Without growth considered in this analysis, the MRB Group Economic Base Report estimates that over the next five years, the *number* of households will decrease by 316, which represents a change of -2.4%.

(4) Impact of Housing Unit Construction

Our analysis modifies the demographic shifts by assuming the construction of new housing units. As discussed previously, this includes all development spurred by the Comprehensive Plan Update and associated rezonings, the creation of a new TIF, development projects currently under review, and the potential for new transit-oriented projects.

Our analysis assumes that 50 units will be permitted, constructed, and occupied per year over the projection timeframe:

	2024	2029	2034
Cumulative New Housing Units	+50	+300	+550

This level of housing unit growth is highly variable and conditional, as it relies on continued development activity, rezoning potential, TIF creation, and transit-oriented development activity. This conditionality also modifies the construction forecasts. If greater certainty existed in terms of each of these potential development scenarios being realized, greater than 50 units per year could be achieved.

Consequently, our expected rate of decrease in the number of households is less than the MRB Group forecast, given that we have added the assumed construction of new housing units.

	2024	2029	2034	10YR +/-
Total Households	13,308	13,232	13,077	-231

For reference, the MRB Group report forecasts a decrease of 316 households in 2029, whereas our bolt-on of new construction modifies this to 231 over twice the number of years (10 years).

(5) Forecast Population

The totality of these changes, including an increase in new housing unit construction, a decrease in people per household, and a decrease in the number of households (without new construction factored in), results in a net reduction in overall population over the next decade:

	2024	2029	2034	10YR +/-
Population	39,412	38,884	38,129	*-1,283*

At a decrease of 1,283 people over 10 years, the projections equate to a decline of 3.25% over 10 years. For reference, the MRB Group report estimated around the same level of decrease (3.1%) over 5 years – half the timeframe.

Our projects result in an annual growth rate of approximately -0.33%, a relatively minimal rate of decrease – just one-third of one percentage point.

(6) Other Public Safety Service Demand Forecasts

A more direct relationship with the city's total population is used. Differential geographic-based projections were not able to be developed due to limited availability of data and certainty regarding future development projects, many of which are contingent upon zoning changes and opportunities dependent on other agencies (e.g., transit-oriented

development being contingent upon the creation of the transit line, in addition to rezoning).

The following table outlines these variables, illustrating the rate of service demand relative to population measured in 2023, with medical calls specifically adjusted over the projections timeline due to age-related impacts on EMS response needs:

Assumed Relationship Between Population and Service Demand

	2023 Rate Per 1,000	2034 Rate Per 1,000
Police CFS	527.4	527.4
Crime Occurrences[10]	26.2	26.2

2023 service demand rates are based on measured data from Duncanville Police Department, using computer-aided dispatch data for calls for service, and NIBRS (National Incident Based Reporting System) data for crime occurrences.

The following table provides the culmination of this analysis, using the year-by-year population projects to develop service need forecasts based on the per capita rates measured in 2023, with adjustments made to medical call demand:

Combined 10-Year Population and Service Demand Forecasts

	2024	2029	2034	10YR +/-
Population	39,412	38,884	38,129	-1,283
Police CFS	20,786	20,507	20,109	-677
UCR Crimes	1,032	1,018	998	-34

Overall, relative to current needs, the service demands of each category will not change significantly over the projection timeframe.

As discussed earlier in the analysis, the forecasts are based on an assumption of 50 new housing units constructed each year from 2024 through 2034. Should more significant development activity occur, this would update the findings of the analysis, which currently show household size shifts (primarily due to an aging demographic) outpacing the new

[10] Uses counts of NIBRS data refined to unique incidents (e.g., two counts of theft assigned to the same incident are treated as one occurrence) and matched to UCR (Uniform Crime Reporting) categories.

construction in terms of the impact to total population, and by extension, public safety service demand.

(7) Projection of Staffing Needs

The service needs forecast provides the basis for the projection of staffing needs throughout the next decade, as the impacts of growth and development are modeled against the workload drivers of individual positions. Importantly, the staffing projections are based on needs in order to maintain the ***same level of service*** that is provided now[11] as service needs evolve in the future. Consequently, without making the staffing additions and assuming the growth impacts occur as projected, service levels would otherwise diminish as a result of said growth impacts.

The staffing projections are constructed position-by-position and are based on the isolated workload factors driving their staffing needs. In order to make the analysis more replicable in the future, the staffing methodologies used for each position are grouped into a series of categories, as follows:

[11] "Current" staffing levels are the levels that are commended to achieve an adequate level of service for current staffing levels. See previous sections of the current state assessment that recommend staffing to meet current staffing needs.

Overview of Staffing Methodology Categories

Workload-Based	The staffing needs of many positions are directly tied to handling a measurable workload that scales with growth and development. For instance, patrol officer staffing is driven by call for service workload, which translates to staffing needs based on proactive time targets and turnover factors. Example: Detective positions are driven by the number of cases that are generated, which can be modeled by using UCR Part I crime occurrences as an index variable.
Ratio-Based	Needs for the position form a direct relationship to another variable, whereby staffing can be expressed as a ratio. Example: School resource officer (SRO) staffing scales directly with the number of schools that they must cover.
Fixed Coverage	Staffing needs that are based on achieving a set level of deployment or coverage, as determined by a coverage objective, scheduling, and net availability factors. Example: School resource officer (SRO) staffing scales directly with the number of schools that they must cover.
Non-Scaling	Positions that occupy a role that, within the general frame of the analysis, will not scale with growth. Many of these are unique positions, such as the chief of police, while others are driven by workloads that are not significantly impacted by growth and development. Example: The chief of police, as well as certain administrative support positions.
Span of Control	Supervisors scale based on the targeted number of direct reports for that function. Example: Patrol sergeant staffing is based on maintaining a span of control ratio.

Descriptions for the methodology used are added for each position in the department.

(3.1) Comprehensive List of Staffing Projections

The following table presents the results of the staffing projection analysis, which builds upon the service need forecast to translate anticipated needs into staffing requirements. It should be noted that "Rec." column refers to the staffing levels as recommended in this

report for the year 2024, with successive projected years shown in five-year increments (through calendar year 2034).

Unit/Division	Position	Scaling Factors	Auth.	Rec.	2029	2034
Office of the Chief						
Command	Chief of Police[12]	Non-scalable Executive Role – staffing does not scale directly with service needs.	1	1	1	1
	Asst. Chief of Police	Non-scalable Executive Role – staffing does not scale directly with service needs.	2	2	2	2
Administration	Chief. Ops. Ofc	Non-scalable Executive Role – staffing does not scale directly with service needs.	1	1	1	1
	Sr. Records Tech	NEW POSITION Workload-based Scales in relation to calls for service, which can be used as a proxy for associated workload.	-	**1**	1	1
	Records Tech	Workload-based Scales in relation to calls for service, which can be used as a proxy for associated workload.	2	2	2	2
Operations Bureau						
Command	Lieutenant	Non-scalable Executive Role – staffing does not scale directly with service needs.	3	3	3	3
Patrol	Sergeant	Span of Control Based on span of control ratio of 1 position per 7 reports.	4	**6**	6	6
	Officer	Workload-based Scales in relation to calls for service, which can be used as a proxy for associated workload.	32	**34**	34	**33**
	Officer (K9)	Workload-based Scales in relation to calls for service, which can be used as a proxy for associated workload.	1	1	1	1

[12] While the Chief of Police is not a Civil Service employee, this position is important to include in the projections analysis and is included in the chart above.

Unit/Division	Position	Scaling Factors	Auth.	Rec.	2029	2034
	Officer (Traffic)	**Workload-based** Scales in relation to calls for service, which can be used as a proxy for associated workload.	2	4	4	4
	Park Enf. Officer	**Workload-based** Scales in relation to calls for service, which can be used as a proxy for associated workload.	1	1	1	1
Crime Prevention	Crime Prevention Ofc.	**Workload-based** Scales in relation to calls for service, which can be used as a proxy for associated workload.	1	1	1	1
	Volunteer Coord.	**Non-scalable** Unique role – staffing does not scale directly with service needs.	1	1	1	1
Support Bureau						
Command	Lieutenant	**Non-scalable** Executive Role – staffing does not scale directly with service needs.	1	1	1	1
	Sergeant	**Non-scalable** Unique role – staffing maintained as outlined by department.	1	2	2	2
Training	Officer (Training)	**Ratio-based** Scales in relation to the number of sworn personnel.	1	2	2	2
Animal Control	Sr. ACO	**Workload-based** Scales in relation to calls for service, which can be used as a proxy for associated workload.	1	1	1	1
	ACO	**Workload-based** Scales in relation to calls for service, which can be used as a proxy for associated workload.	1	1	1	1
CARE	Officer (CARE)	**Workload-based** Scales in relation to calls for service, which can be used as a proxy for associated workload.	1	1	1	1
Investigations	Lieutenant	**Non-scalable** Executive Role – staffing does not scale directly with service needs.	1	1	1	1

Unit/Division	Position	Scaling Factors	Auth.	Rec.	2029	2034
	Secretary	Non-scalable Unique role – staffing maintained as outlined by department.	1	1	1	1
Crime Analysis	Crime Analyst	Ratio-based Scales in relation to the number of sworn personnel.	1	1	1	1
Victim Advocacy	Victim Advocate	Non-scalable Unique role – staffing maintained as outlined by department.	1	1	1	1
Property & Evidence	Sr. P&E Technician	Workload-based Scales in relation to UCR Part I Crimes, which can be used as a proxy for associated workload.	1	1	1	1
	P&E Technician	Workload-based Scales in relation to UCR Part I Crimes, which can be used as a proxy for associated workload.	1	2	2	2
Narcotics	Sergeant	Span of Control Based on span of control ratio of 1 position per 7 reports.	1	1	1	1
	Detective	Workload-based Scales in relation to UCR Part I Crimes, which can be used as a proxy for associated workload.	3	3	3	3
Investigations	Sergeant	NEW POSITION Span of Control Based on span of control ratio of 1 position per 6-9 reports.	–	1	1	1
	Detective	Workload-based Scales in relation to UCR Part I Crimes, which can be used as a proxy for associated workload.	8	8	8	8

(3.2) Summary of Staffing Projections

The projections outlined in the previous table amount to the total following staffing changes over the next decade, separated by sworn and civilian staffing categories:

Summary of Staffing Projections (*Sworn*)

Division	Auth.	Rec.	2029	2034	+/-10YR
Office of the Chief	*3*	*3*	*3*	*3*	**0**
Operations Bureau	*44*	*49*	*49*	*48*	**-1**
Support Bureau	*17*	*20*	*19*	*19*	**0**
Total	**64**	**72**	**71**	**70**	**-1**

Summary of Staffing Projections (*Civilian*)

Division	Auth.	Rec.	2029	2034	+/-10YR
Office of the Chief	*3*	*4*	*4*	*4*	**0**
Operations Bureau	*1*	*2*	*2*	*2*	**0**
Support Bureau	*7*	*8*	*8*	*8*	**0**
Total	**11**	**14**	**14**	**14**	**0**

Over the next decade, Duncanville PD can decrease its staffing by 1 FTE sworn personnel and *maintain the level of service* as recommended in this report.

Recommendation:

By 2034, decrease staffing by 1 sworn FTE in order to provide the same level of service that is recommended now.

Appendix A - Descriptive Profile of the Police Department

1. Introduction

The following descriptive profile outlines the organization, structure, and staffing of the Duncanville Police Department (DPD). The information contained in the profile was developed through interviews conducted within DPD and review of various documents provided by the department.

It is important to note that the primary objective of this profile is to review and confirm our current understanding of the Department's organization and functionality. Consequently, no analysis or findings are contained in this document. Instead, the document focuses on outlining the following items:

- The organizational structure of each area of the Police Department for the functional areas in our scope of work.
- High level descriptions of the main functions and work areas of each DPD work unit.
- The authorized (budgeted) and actual (currently filled) number of positions by rank or classification assigned to each unit.
- The roles, objectives, and responsibilities of each unit.

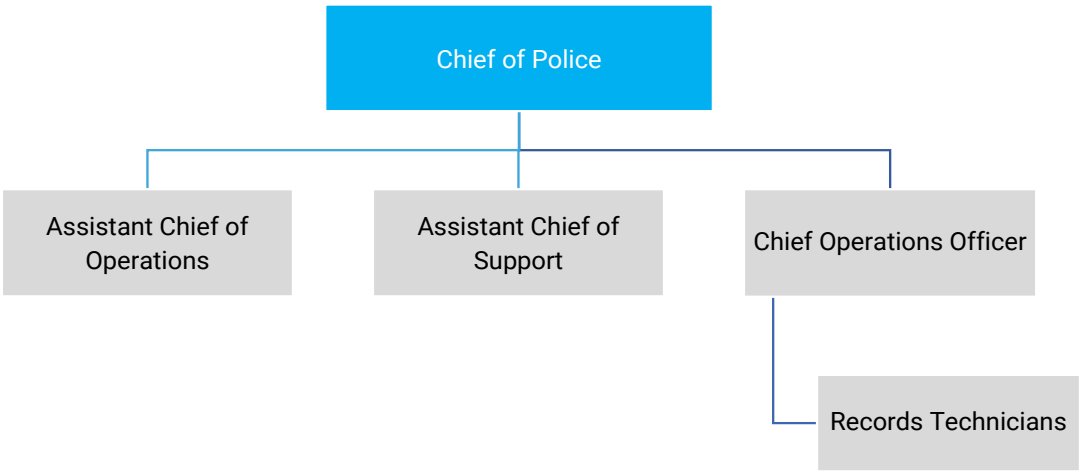
The profile served as a foundation for our assumptions regarding staffing and current organizational characteristics of the functional areas included in the scope of the study.

2. Department Management and Administration

The Duncanville Police Department is led by a Chief of Police who is directly supported by two Assistant Chief's of Police. Each assistant chief oversees either the Operations or Support Bureaus, respectively.

(1) Organization

The following chart outlines the organization of the top management and administration within DPD:



(2) Staffing and Unit Descriptions

The following tables provide the personnel and major tasks of staff for the Office of the Chief of Police. The "Curr." column displays the number of currently filled positions, while the "Auth." column provides the number of authorized (budgeted) positions.

Unit/Division	Curr	Auth	Position	Unit Description
Office of the Chief of Police				
Office of the Chief	1* 2 1	1* 2 1	Chief of Police Assistant Chief of Police Chief Operations Officer	• The Chief of Police provides overall leadership, management, and administration of the DPD. The Chief of Police, per Civil Service

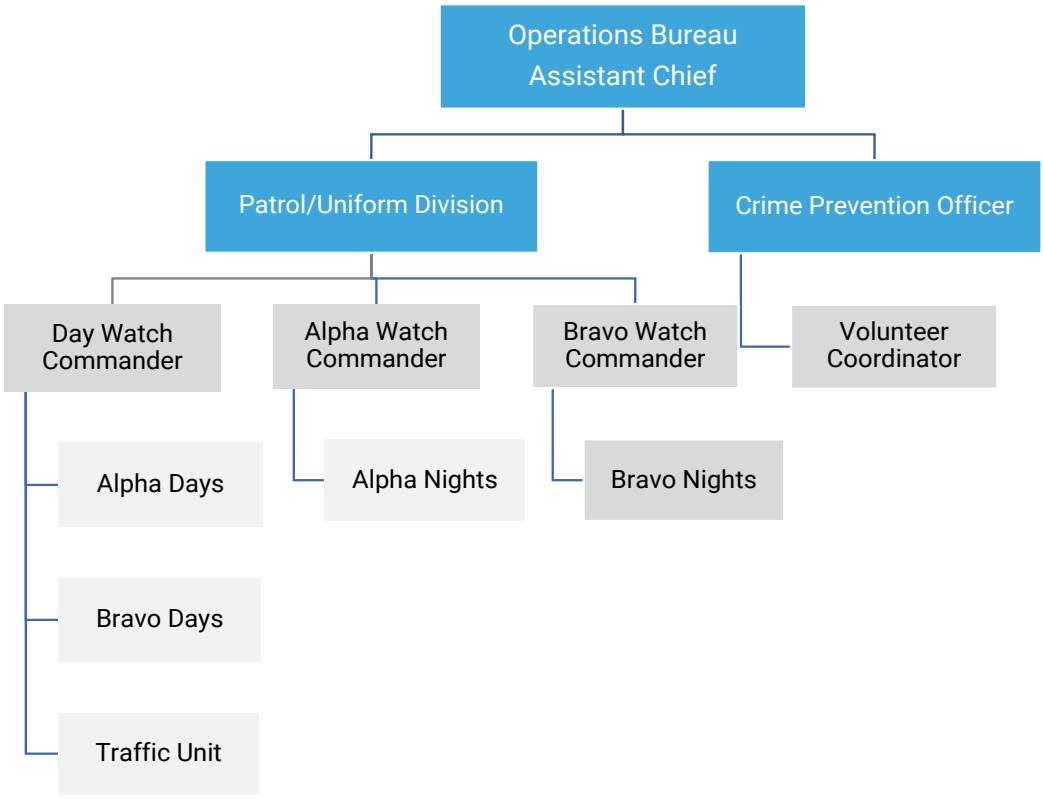
Unit/Division	Curr	Auth	Position	Unit Description
	2	2	Records Technicians	ordinance, does not count toward Department staffing; however, for the profile and subsequent analysis, this position is included below. • The Assistant Chief of Operations oversees the operational Divisions of DPD's patrol efforts, including Patrol, Traffic, Parking Enforcement, and the Park Enforcement Officer. • The Assistant Chief of Support oversees the Support Bureau of DPD; including the Training/Personnel Division, the Administrative Services Division, and the Criminal Investigations Division.
Sworn	**3**	**3**		
Non-Sworn	**3**	**3**		
Total Staff	**6**	**6**		

3. Operations Bureau

The Operations Bureau within the Duncanville Police Department is comprised of an Assistant Chief who oversees all functionalities of the Bureau who is directly supported by three Lieutenants. Lieutenants act as watch commanders and oversee the day and night shifts, respectively. Sergeants operate as first-line supervisors throughout all four patrol shifts. The Operations Bureau also houses the Traffic Unit.

(1) Organization

The following chart outlines the organization of patrol at DPD:



(2) Staffing and Unit Descriptions

The following table summarizes the personnel and major tasks of staff within patrol at Duncanville PD:

Unit	Curr.	Auth.	Position	Roles and Responsibilities
Day Shift				
Administration	1	1	Lieutenant	• Lieutenant oversees both day shifts as the watch commander. • Lieutenant works a M-F 0800 – 1700 schedule. • Lieutenant reports directly to the Assistant Chief in the chain of command.
Alpha Days	1 6	1 8	Sergeant Officer	• Sergeants serve as front line supervisors for all officers under their supervision. • Sergeants are responsible for reviewing and approving all reports written by those who report directly to them. • Officers are responsible for general patrol duties throughout Duncanville.
Bravo Days	1 7	1 8	Sergeant Officer	• Sergeants serve as front line supervisors for all officers under their supervision. • Sergeants are responsible for reviewing and approving all reports written by those who report directly to them. • Officers are responsible for general patrol duties throughout Duncanville.
Traffic Unit	1	2	Officer	• Traffic Officers are responsible for traffic enforcement & the investigation of accidents throughout Duncanville. • Traffic Officers are deployed during day shift hours and report to day shift supervisors in the chain of command.
Night Shift				
Administration	2	2	Lieutenant	• Lieutenants oversee their assigned night shifts as the watch commander. • Lieutenants on night shift work aligned to their shift's assignment and rotations. • Lieutenants reports directly to the Assistant Chief in the chain of command.
Alpha Nights	1 7	1 8	Sergeant Officer	• Sergeants serve as front line supervisors for all officers under their supervision.

Unit	Curr.	Auth.	Position	Roles and Responsibilities
				• Sergeants are responsible for reviewing and approving all reports written by those who report directly to them. • Officers are responsible for general patrol duties throughout Duncanville.
Bravo Nights	1 6 1 0	1 8 1 1	Sergeant Officer Officer (K9) Park Officer	• Sergeants serve as front line supervisors for all officers under their supervision. • Sergeants are responsible for reviewing and approving all reports written by those who report directly to them. • Officers are responsible for general patrol duties throughout Duncanville. • Park officer is specifically deployed for park enforcement at the various parks throughout Duncanville.
Crime Prevention				
Crime Prevention	1 1	1 1	Crime Prevention Officer Volunteer Coordinator	• The Crime Prevention Officer serves as the coordinator for the Department's community education programs as well as the lead public information officer (PIO). • The Volunteer Coordinator is responsible for managing the Department's sizable contingent of volunteers that support the agency's operations. This includes directing tasks assigned to volunteers as well as volunteer scheduling.
Sworn	**36**	**44**		
Civilian	**1**	**1**		
Total Staff	**37**	**45**		

(3) Patrol Scheduling

The following chart outlines the deployment of patrol personnel within the Patrol Division at DPD across the current patrol shifts deployed:

Duncanville PD Patrol Schedule and Shift Rotation

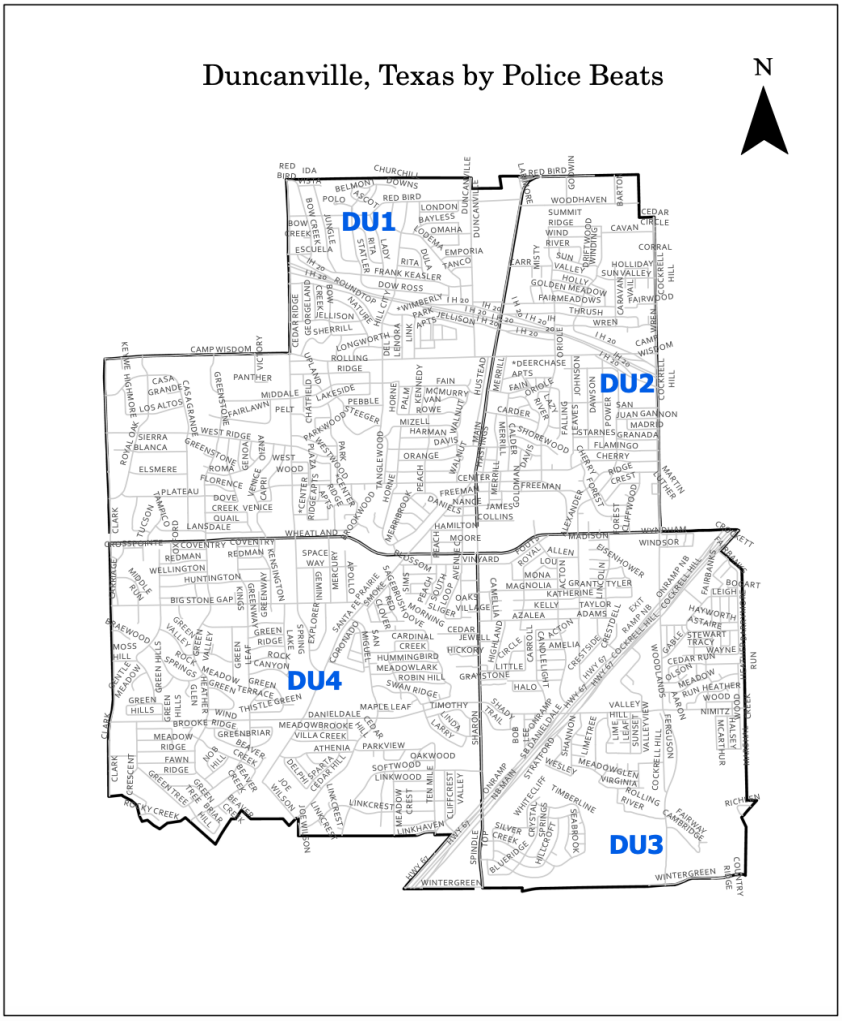
Shift	Shift Teams	Start Time*	End Time	Shift Rotation**
Day Shifts	Alpha Days	0500	1700	Alt. Wed., Thursday – Saturday
	Bravo Days	0500	1700	Sunday – Tuesday, Alt. Wed.
Night Shifts	Alpha Nights	1700	0500	Wednesday – Friday, Alt. Sat.
	Bravo Nights	1700	0500	Alt Sat., Sunday – Tuesday

**Staggered start time by shift @ 0600/1800.*

***1 8-hr shift per pay period.*

(4) Patrol Geographic Deployment

The following graphic provides an overview of the geographic deployment of patrol operations in Duncanville:


Duncanville, Texas by Police Beats
N
DU1
DU2
DU3
DU4

4. Support Bureau

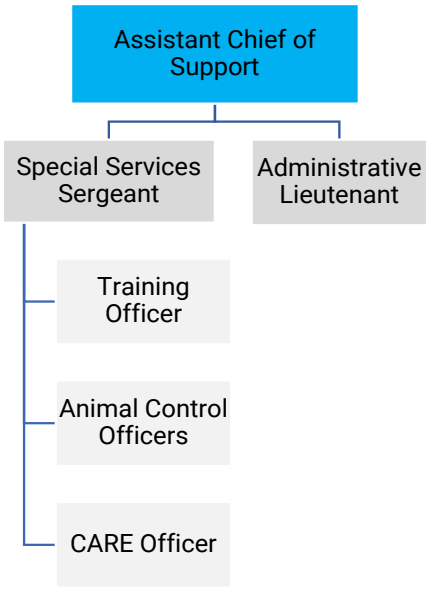
The Support Bureau within the Duncanville Police Department houses the Training and Personnel Division, the Administrative Services Division, and the Criminal Investigations Division. Each of these divisions are outlined in the sections below.

(1) Administrative Services Division

The Administrative Division of the Duncanville Police Department encompasses all support functions for the Department. This includes the Chief Operations Officer, the Training & Personnel Unit, Crime Prevention, and Records.

(1.1) Organization

The following chart outlines the organization of the Support Services Division:



(1.2) Staffing and Unit Descriptions

The following tables provide the personnel and major tasks of staff for the Administrative Services Division. The "Curr." column displays the number of currently filled positions, while the "Auth." column provides the number of authorized (budgeted) positions.

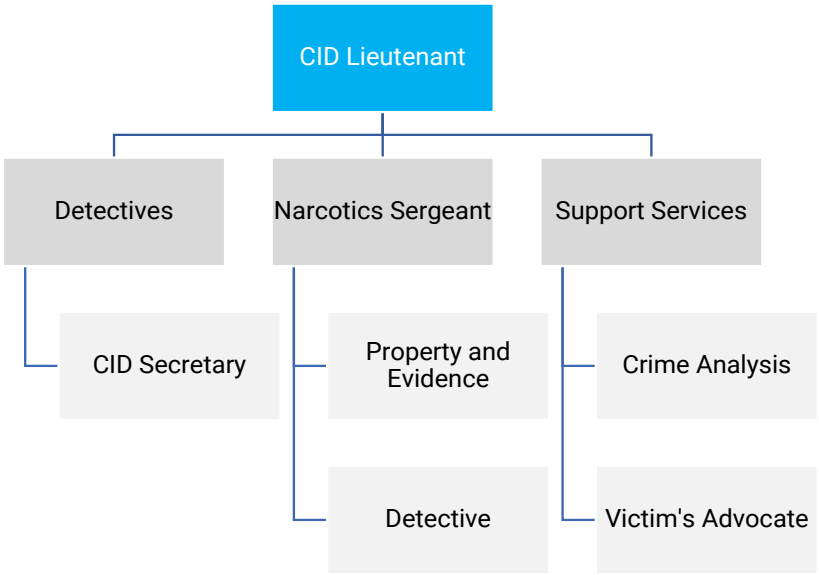
Unit/Bureau	Curr	Auth	Position	Unit Description
Administrative Services Division				
Training/Personnel Unit	1	1	Administrative Lt.	• ADMIN LT. • The Special Services Sergeant is tasked with managing the Department's training program, conducting internal affairs investigations, recruiting/hiring, and special events coordination. The Sergeant also supervises the Department's Animal Control function. • The Training Officer is the principal background investigator for all licensed and non-licensed personnel. The Training Officer is also the primary firearms and defensive tactics training instructor, in addition to training related to other topic areas. • The Senior Animal Control Officer and the Animal Control Officer provide non-licensed response to animal-related calls for service while on-duty. • The Regional CARE Officer works with DeSoto and Cedar Hill personnel to provide mental health resources to citizens.
	1	1	Special Services Sergeant	
	1	2	Training Officer	
	1	1	Senior Animal Control Ofc.	
	0	1	Animal Control Ofc.	
	1	1	CARE Officer	
Sworn	**4**	**5**		
Non-Sworn	**1**	**2**		
Total Staff	**5**	**7**		

(2) Criminal Investigations Division

The Criminal Investigations Division of DPD is responsible for the investigation of criminal activity within the City of Duncanville. The Division (CID) is one of three divisions reporting to the Assistant Chief of Police and is comprised of proactive as caseload detectives, Property and Evidence, Victims Assistance and Crime Analysis. The Division is led by a Lieutenant with a supporting Sergeant.

(2.1) Organization

The following chart outlines the organization of the Criminal Investigations Division:



(2.2) Staffing and Unit Descriptions

The following tables provide the personnel and major tasks of staff for the Criminal Investigations Division. The "Curr." column displays the number of currently filled positions, while the "Auth." column provides the number of authorized (budgeted) positions.

Unit/Division	Curr	Auth	Position	Unit Description
Criminal Investigations Division				
Administration (CID)	1 1	1 1	Lieutenant CID Secretary	• The Lieutenant oversees the general operations of the Investigative Division to include numerous direct reports including Narcotics Sergeant, Detectives, Property & Evidence staff, Crime Analysis and Division Secretary. • Lieutenant has key DPD support role as SWAT Commander, managing this

Unit/Division	Curr	Auth	Position	Unit Description
				special Department operation. • Lieutenant reviews all DPD criminal cases and supplementals, irrespective of CID assignment (e.g. including Patrol) and assigns cases to Detectives. Helps facilitate caseload management through Central Square RMS. • Lieutenant on-call 24/7, performs special projects, and other duties as assigned. • CID Secretary reports to Lieutenant. Primarily responsible for support detectives' operations. • Secretary manages caseload paperwork for DA filing purposes, facilitates warrants processes, answers Division phone and performs variety of duties as assigned.
Crime Analysis	1	1	Crime Analyst	• Position classified as Crime Analyst, reporting to Lt., serving multiple DPD roles. • Per state DPS and FBI requirements, serves as Department Terminal Agency Coordinator (TAC) responsible for ensuring the DPD is compliant with TCIC and NCIC and CJIS policies • Administrator for Zerker CAD/RMS resolving end-user issues. • Alarm Permit Administrator to include new account set-up, delinquency resolutions and appeals reviews. • Crime analysis statistics retrieval including creation of monthly/quarterly reports for Chief and Council and by request. • Implemented and oversee Data Driven Approach to

Unit/Division	Curr	Auth	Position	Unit Description
				Crime and Traffic Safety (DDACTS) program.
Victims Advocacy	1	1	Crime Victims Advocate	• The Crime Victims Advocate, reporting to Lt., provides varied services related to counseling support; criminal justice system information and information about the reported case: assistance with the Crime Victim Compensation Program; personal advocacy; referral to local resources; and immigration services to those qualified.
Property and Evidence	1 1	1 1	Sr. Evidence Technician Evidence Technician	• Property and Evidence, reporting to the Narcotics Sergeant, is responsible for the management and safekeeping of all P&E maintained by DPD. • Major duties include maintain chain of custody of property and evidence; prepare evidence to be sent to various labs; video request and lab reports for DAs Office; court orders that lead to evidence destruction; prep items for court review; property and evidence intake, management and destruction; maintain P&E database; manage safe and cash; and perform monthly and annual audits. • Sr. Evidence Tech. provides oversight of Ev.Tech. Performs frequent field call-outs in support of Crime Scene investigation and collection, supporting detective staff. Provide periodic P&E training to Patrol and other staff.
Narcotics	1 1	1 3	Sergeant Detective	• Sergeant oversees narcotics unit and P&E.

Unit/Division	Curr	Auth	Position	Unit Description
				• Sergeant, teaming with detective, performs variety of undercover cases ranging from street level to high-level narcotics enforcement. • Works with Marshall's Office, DEA, Patrol, etc. • Executes search and other warrants. Manages DPD Asset Forfeiture program. • Both narcotics staff are SWAT members with sergeant being team lead.
Investigations	5	8	Detective	• Division detectives perform case investigations on a variety of felonious and other crimes. • Detective staff are generalists, assigned all crime types, but do have particular emphasis. • 1 detective specializes in auto-theft and Burglary of Motor Vehicles (BMV) investigation; 1 in thefts, 1 in fraud, 1 in sexual assault crimes, 1burglary. • All detectives work other person crimes on rotational call-out basis and assigned these cases accordingly. All respond to homicides. Patrol works cases in which there is an arrest. • Detectives have ancillary duties to include crime scene evidence collection, 2 drone operators are also negotiators.
Sworn	**8**	**13**		
Non-Sworn	**5**	**5**		
Total Staff	**13**	**18**		

Appendix B – Results of the Police Department Employee Survey

Introduction and Key Highlights

Matrix Consulting Group (MCG) was retained by the City of Duncanville (TX) to complete a Staffing Study of the Duncanville Police Department (DPD). The scope of work included a survey to gauge the attitudes of the employees of the department on various topics about the Department and serving the community. An employee survey is important in any staffing and operations study today.

MCG project staff arrived at these specific questions and themes after consultation with members of DPD administration and staff during the early stages of the project.

The initial round of invitations was distributed on July 31, 2024, and the survey was closed to responses on August 14, 2024. Of the 66 total invitations sent to DPD employees, there were a total of 43 responses (either partial or complete) received by the project team, **resulting in a response rate of 65%.** This response rate exceeds targeted levels in the experience of MCG project staff and is sufficient for analysis.

Key Highlights

While many of these topics are expanded upon in the following sections, there are several key takeaways to note:

- DPD respondents expressed high levels of satisfaction regarding several key topics, including:
  - The service levels that DPD provides to the City of Duncanville,
  - The relationship that DPD has with the members of the community and the emphasis that DPD places on community policing practices, and
  - Supervisory spans of control throughout the organization.
- Respondents expressed high levels of dissatisfaction with the inadequacy of communication throughout the organization and the lack of resources provided to employees to ensure efficient completion of job tasks.
- Respondents express hesitation with their confidence in DPD's ability to adjust to the changing needs of the community, as well as the ability of the department to provide an adequate service level in the future.
- Respondents feel that the personnel and leadership within the organization are the strengths of DPD, while they that the staffing levels and the facilities at DPD are the top areas for improvement throughout the organization.

General findings for all demographic, general topic, and open-ended responses are provided in the sections below.

1. Respondent Demographics and Background Information

Of the 43 responding employees, there were a total of 35 (81%) sworn employees compared to 8 (19%) civilian staff. The total number of respondents (n=43) is also portrayed below.

Employee Status	%	#
Sworn employee	81%	35
Civilian employee	19%	8
Total Respondents	**100%**	**43**

Most of the responding employees (n=10; 24%) have been employed by DPD for between 5 and 10 years, followed by 9 respondents (22%) who have been employed by DPD for 15 years or more. Another 8 respondents (20%) have served DPD for between 11 and 15 years, followed by 6 respondents (16%) who have been employed by the department for between 2 and 5 years. Four respondents (10%) have served DPD for less than 2 years, while the remaining 4 respondents declined to respond to this question.

Employee Tenure	%	#
Less than 2 years	10%	4
Between 2 and 5 years	15%	6
Between 5 and 10 years	24%	10
Between 11 and 15 years	20%	8
15 years or more	22%	9
Prefer not to answer	10%	4

A majority of respondents (n=14, 34%) indicated being of White descent, followed by 27% (n=11) who indicated being of Hispanic or Latino descent. All other categories received minimal responses and a total of 11 respondents (27%) declined to respond to this question.

Employee Race/Ethnicity[13]	%	#
Native American	2%	1
Asian	2%	1
Black or African American	7%	3
Hispanic or Latino	27%	11
Pacific Islander	0%	0
White	34%	14
Other race	0%	0
Prefer not to answer	27%	11

Most employees (n=25; 61%) identify as male, followed by 11 respondents (27%) who identify as female. The remaining 5 respondents (12%) declined to respond to this question.

Employee Gender ID	%	#
Male	61%	25
Female	27%	11
Prefer not to answer	12%	5

A majority of responding employees (49%; n=21) indicated being currently assigned to the Operations Bureau within DPD. This is followed by 33% of respondents (n=14) currently assigned to the Support Bureau. The remaining 8 respondents (19%) are currently assigned to the Office of the Chief.

Employee Current Assignment	%	#
Office of the Chief	19%	8
Operations Bureau	49%	21
Support Bureau	33%	14

A majority of respondents (n=21, 51%) indicated that they were non-supervisory, sworn personnel throughout the organization, followed by 29% of respondents who are currently supervisory, sworn personnel. Of the eight responding civilian personnel, 6 indicated currently being assigned to non-supervisory roles and the remaining 2 (5%) indicated being civilian supervisors.

[13] Due to the lack of variation in these responses, crosstabulations for this demographic category will not be utilized in succeeding sections.

Employee Current Rank	%	#
Civilian: Non-Supervisory	15%	6
Civilian: Supervisory	5%	2
Sworn, Non-Supervisory: Police Officer or Detective	51%	21
Sworn, Supervisory: Sergeant and above	29%	12

Most responding employees have completed more than a high school education, with 34% completing some college, another 7% receiving a 2-year degree, and another 39% having acquired a 4-year degree. Also, another 2% of responding personnel have gone on to complete graduate degrees. Four respondents (10%) declined to respond to this question.

Employee Level of Education	%	#
High school diploma	7%	3
Some college	34%	14
2-year degree	7%	3
4-year degree	39%	16
Graduate school	2%	1
Prefer not to answer	10%	4

2. Multiple Choice Questions

The following three sections report responses to questions relating to 1) General Topics of the Duncanville Police Department, 2) topics specific to the patrol and field services within the Operations Bureau, and 3) topics specifically relating to training practices within DPD. The general topics and training questions were asked to all respondents, regardless of current assignment, while the patrol specific questions were asked to those respondents who indicated that they were currently assigned to patrol-related assignments within the Operations Bureau.

Questions regarding these topics were asked in statement form, asking respondents to indicate their level of agree (i.e., Strongly Disagree (SD), Disagree (D), Agree (A), or Strongly Agree (SA)). Results are presented with a shading of blue in correlation with the level of agreement (or disagreement) with the statements listed.

General Questions

General topics questions were asked to all staff members. These questions cover topics such as DPD's level of service to the community, their relationship with the community, technological resources, internal communication, and many others. The findings are presented in the table below:

#	Statement	SD	D	A	SA	NO
1	The department provides a high level of service to the community.	3%	13%	45%	40%	0%
2	Community policing is a high priority for the department.	8%	25%	40%	23%	5%
3	In general, we have a good relationship with the community.	0%	10%	55%	35%	0%
4	I have the technology necessary to complete my job tasks adequately and efficiently.	18%	38%	28%	18%	0%
5	Duncanville PD is a desirable place of employment for potential employees.	23%	26%	41%	10%	0%
6	There is clear communication from the top of the organization.	13%	40%	38%	5%	5%
7	Supervisory spans of control are adequate.	18%	15%	50%	8%	10%
8	We have the resources we need to complete our jobs effectively.	23%	48%	28%	3%	0%
9	The department is adjusting accordingly to the changing needs of the city.	18%	48%	25%	5%	5%
10	The department is prepared to provide an adequate level of service to the community in future.	18%	45%	30%	5%	3%
11	The facilities at Duncanville PD are adequate.	68%	23%	8%	3%	0%

Results presented above show that responding employees expressed a positive outlook and high levels of agreement relating to most of the topics above, including:

- The level of service that DPD provides to the community and DPD's emphasis on community policing,
- DPD's relationship with the Duncanville community,

- Training (initial and continual) at DPD,
- The fact that DPD is a desirable place for new employees, and
- The adequacy of supervisory spans of control.

However, several topics covered above resulted in high levels of disagreement across all responding employees. These topics are evaluated further in the section below.

General Opinions Matrix Opportunities for Improvement

Expansion of the proactive time-related question from the matrix above is provided below. Expansion is constructed across relevant employee demographic and background information collected at the onset of the employee survey. Only relevant findings are portrayed.

#4: "I have the technological resources to complete my job tasks adequately and efficiently."

Just over half of responding employees (55%) disagreed or strongly disagreed to the statement above relating to possessing the technological resources to adequately and efficiently complete their job tasks. This finding varies across employment status, as shown below:

Employee Status	SD	D	A	SA	NO
Sworn employee	19%	44%	22%	16%	0%
Civilian employee	13%	13%	50%	25%	0%

The table above outlines that sworn employees are almost three times more likely to disagree with this statement than their civilian counterparts. Further, responses vary across the lateral transfer status of responding employees. This is portrayed in the table below:

Lateral Transfer Status	SD	D	A	SA	NO
Yes	43%	43%	14%	0%	0%
No	12%	36%	30%	21%	0%

Employees who have transferred from another agency are two times more likely to disagree or strongly disagree with this statement.

#6: "There is clear communication from the top of the organization."

Just over half (53%) of responding employees disagreed or strongly disagreed with the statement above regarding the clarity of communication from the top of the organization. This finding is consistent across a majority of demographic categories, with the exception of employee tenure, as shown below:

Employee Tenure	SD	D	A	SA	NO
Less than 2 years	0%	33%	0%	33%	33%
Between 2 and 5 years	33%	33%	17%	0%	17%
Between 5 and 10 years	10%	60%	20%	10%	0%
Between 11 and 15 years	13%	25%	63%	0%	0%
15 years or more	11%	22%	67%	0%	0%

As employee tenure increases, so does the level of agreement with this statement. This finding is as to be expected, as those with higher tenure within the organization is likely to be towards the top of the organization who would be responsible for the clarity of this communication.

#8: "We have the resources we need to complete our jobs effectively."

A majority of respondents (70%) disagreed or strongly disagreed to the statement above regarding possessing the resources needed to complete their jobs effectively. Responses varied across employee status categories, as shown in the table below:

Employee Status	SD	D	A	SA	NO
Sworn employee	28%	50%	22%	0%	0%
Civilian employee	0%	38%	50%	13%	0%

Sworn employees were two times more likely to disagree or strongly disagree to this statement compared to responding civilian employees.

#9: **"The department is adjusting accordingly to the changing needs of the city."**

Most employees (65%) disagreed or strongly disagreed to the statement above relating to the department adjusting to the changing needs of the city. This finding is consistent across all relevant employee demographic categories.

#10: **"The department is prepared to provide an adequate level of service to the community in the future."**

Over half (63%) of responding employees disagreed or strongly disagreed to the statement above relating to the ability of DPD to provide an adequate service level in the future. Again, these responses varied across employee status, as shown below:

Employee Status	SD	D	A	SA	NO
Sworn employee	22%	50%	22%	6%	0%
Civilian employee	0%	25%	63%	0%	13%

Sworn employees were three times more likely to disagree or strongly disagree to this statement in comparison to the civilian employee respondents.

#11: **"The facilities at Duncanville PD are adequate."**

A large majority of respondents (90%) disagreed or strongly disagreed to the statement above relating to adequacy of the facilities at DPD. This finding is consistent across all relevant employee demographic categories.

Patrol Specific Questions

MCG project staff and DPD administration also selected questions to ask specifically to patrol officers of DPD. These questions are pertinent to gauge opinions relating to daily operations of patrol efforts and services directed toward the community. These questions were also asked in statement form, asking patrol officers to indicate their level of agreement with said statement (i.e., Strongly Disagree (SD), Disagree (D), Agree (A), or Strongly Agree (SA)). Results are presented with a shading of blue in correlation with the level of agreement (or disagreement) with the statements listed.

Of the responding employees who indicated being currently assigned to the Operations Bureau, 24 personnel indicated being currently assigned to patrol-related functions (shown below) and responded to this bank of questions.

Operations Assignment	%	#
Patrol	65%	24
Criminal Investigations Division (CID)	35%	13

Further, these 24 respondents (with one non-response) represented both the day and night shifts, as shown in the table below:

Patrol Shift Assignment	%	#
Day Shift	48%	11
Night Shift	52%	12

The level of opinion matrix containing statements only applicable to the responding patrol officers is shown below:

#	Statement	SD	D	A	SA	NO
1	We have sufficient proactive time available to address problems in the community.	33%	28%	39%	0%	0%
2	Most of the time, there are adequate backup units available.	17%	56%	28%	0%	0%
3	Our response times to lower-priority calls are adequate.	0%	17%	78%	6%	0%
4	Our response times to higher-priority calls are adequate.	6%	11%	50%	33%	0%
5	Our current shift schedule works well operationally.	11%	11%	50%	28%	0%
6	Our shift schedule allows for a good work/life balance.	17%	0%	61%	22%	0%
7	The amount of overtime I am required to work is reasonable.	0%	22%	56%	17%	6%
8	Patrol Sergeants have sufficient presence in the field.	6%	22%	61%	11%	0%
9	We have adequate mental health response programs to meet the needs of the Duncanville community.	17%	17%	50%	11%	6%
10	The collateral duties that are assigned to me are manageable.	6%	28%	61%	6%	0%

Responding patrol employees indicated having high levels of agreement relating to a majority of the topics covered in the patrol matrix above. These findings exhibit that DPD patrol officers have favorable opinions most of these vital topics, including, but not limited to:

- Response times to high- and low-priority calls for service,
- The feasibility of the current shift schedule and its ability to allow officers to perform an adequate number of tasks as well as provide an adequate work/life balance,

- The reasonable amount of overtime that is required for patrol officers,
- First-line supervision by patrol sergeants,
- The adequacy of mental-health response programs to meet the needs of the community, and
- The manageable number of collateral duties assigned to personnel.

However, several topics covered above resulted in high levels of disagreement across all responding employees. These topics are evaluated further in the section below.

Patrol-Related Opportunities for Improvement

Expansion of the proactive time-related question from the matrix above is provided below. Expansion is constructed across relevant employee demographic and background information collected at the onset of the employee survey. Only relevant findings are portrayed.

#1: **"We have sufficient proactive time available to address problems in the community."**

Most responding patrol employees (61%) disagreed or strongly disagreed that there is adequate proactive time available to patrol officers to address problems in the community. This finding varies across patrol shift assignment, as shown below:

Patrol Shift	SD	D	A	SA	NO
Day Shift	11%	33%	56%	0%	0%
Night Shift	56%	22%	22%	0%	0%

Personnel currently assigned to the night shift are almost twice as likely to disagree or strongly disagree with this statement compared to their day shift counterparts.

#2: **"Most of the time, there are adequate backup units available."**

Most responding patrol officers (72%) disagreed or strongly disagreed with the statement above relating to the adequate presence of backup units. This finding is consistent across all relevant employee demographics.

Training Specific Questions

MCG project staff and DPD administration also selected a bank of questions specifically targeting the topic of training throughout the organization. This is a vital piece of information in any staffing study in modern American policing.

These questions were also asked in statement form, asking patrol officers to indicate their level of agreement with said statement (i.e., Strongly Disagree (SD), Disagree (D), Agree (A), or Strongly Agree (SA)). Results are presented with a shading of blue in correlation with the level of agreement (or disagreement) with the statements listed.

The level of opinion matrix containing statements specifically related to training at Duncanville PD is provided below:

#	Statement	SD	D	A	SA	NO
1	I received enough initial training to be effective at my job.	8%	10%	55%	28%	0%
2	I receive enough continual training to be effective at my job.	3%	28%	40%	28%	3%
3	Our training division has adequate resources to provide sufficient training for our department.	15%	43%	25%	10%	8%
4	There is sufficient specialized training offered through the department.	23%	33%	30%	8%	8%
5	The department provide sufficient opportunities to attend specialized trainings outside the department.	23%	8%	50%	13%	8%

As shown in the table above, responding DPD employees feel that while there are sufficient initial and continual training within DPD, as well as adequate opportunities to attend specialized trainings outside the department. However, respondents overall expressed high levels of disagreement to two of these statements, indicating a lack of resources within the training division and the lack of sufficient specialized training offered within the department. These findings were consistent across all relevant employee demographics with the exception of employee status. **Sworn personnel at DPD were over five times as likely to disagree or strongly disagree** with these statements compared to their civilian counterparts.

3. Open Ended Responses

The concluding sections of the survey asked respondents to answer in open-ended form, indicating what they thought were 1) the top strengths of DPD, and 2) the top areas for improvement at DPD. Keyword phrase analysis was used by MCG project staff to analyze these open-ended responses. The most frequent topics of responses are displayed in the following tables.

Top Strengths of the Duncanville Police Department

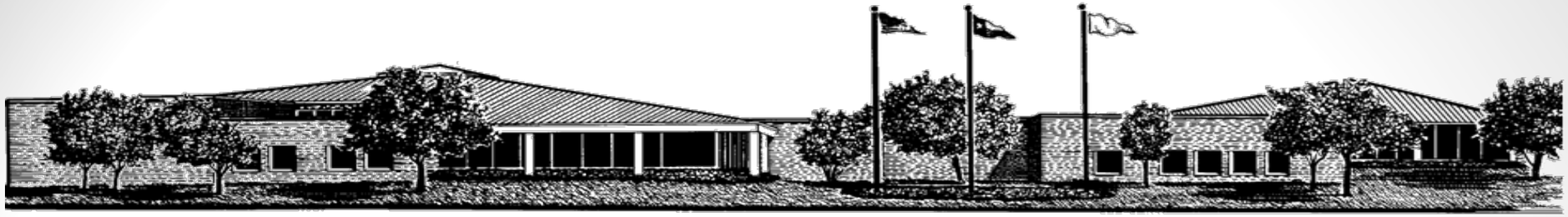
The top response from employees relating to the strengths of DPD directly related to the personnel within the department. These responses encompass the dedication of current employees throughout the organization, including that of civilian and sworn staff. Another top response relating to the strengths of the department is the leadership throughout the organization.

Rank	Response Code
1	Personnel
2	Leadership

Top Areas for Improvement within the Duncanville Police Department

As to be expected, staffing (or the lack thereof) was the top response from responding employees when asked to provide areas for improvement within DPD. This response was followed closely by the desire to have a new facility, with several respondents citing how the current facility is not allowing job duties to be conducted efficiently. Another response of note is the desire for improved facilities at the police department.

Rank	Response Code
1	Staffing
2	Leadership
3	Facility



City of Duncanville

FIRE DEPARTMENT
MATRIX STUDY – FINAL REPORT

MAY 6, 2025

CHRIS CONNEALY, FIRE CHIEF

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

Matrix Study – Summary of Recommendations

- **Response Time Data**
  - Work with SWRCC to ensure time stamp data is accurate.
  - Hold monthly meetings with SWRCC to ensure personnel are communicating correctly with SWRCC.
- **Call Processing**
  - A monthly report will be submitted to the City Manager and to Fire Administration detailing the performance of 9-1-1 calls being answered within 15 seconds 90% of the time. (NFPA 1710)
  - Evaluate total call processing time monthly to meet performance standard within 60 seconds 90% of the time. (NFPA 1710)

Table 1: Call Processing 2021 - 2023

All Emergency Calls – 90th Percentile Times		2021 - 2023	2021	2022	2023	NFPA 1710
Call Processing	Pick-up to Dispatch	1:42	1:42	1:46	1:38	1:00

Matrix Study – Summary of Recommendations

- **Turnout Times**
  - A monthly report will be issued to the City Manager and fire personnel by shift documenting the performance of meeting the turnout time benchmark performance objectives for NFPA 1710 defined in Table 1.

Table 1: Turnout Time – Benchmark Performance Objectives

Call Type	NFPA 1710	ISO	CPSE
Emergency Medical Calls	60 seconds or less 90% of the time	No Requirement	60 seconds or less 90% of the time
Fire or Special Operations Calls	80 seconds or less 90% of the time	No Requirement	80 seconds or less 90% of the time

- **Travel Time**
  - A monthly report will be issued to the City Manager and fire personnel documenting the travel time for the first unit.
  - A monthly report will be issued to the City Manager and fire personnel documenting the travel time of the second arriving suppression apparatus, first alarm assignment, and the number of personnel responding from Duncanville FD fire stations on a first alarm assignment based of NFPA 1710 recommendations.
  - Fire Department has a minimum staffing requirement of 11 firefighters to staff both fire stations.

Matrix Study – Summary of Recommendations

- **Continuation - Travel Time**
  - Automatic Aid departments would not likely be able to meet first alarm performance objectives outlined in NFPA 1710 for the recommended response time of 8 minutes of less 90% of the time due to travel distances outside Duncanville City limits shown in Table 3.
  - The number of personnel dispatched from automatic aid fire departments will be considered in meeting NFPA 1710 first alarm assignment – recommended personnel shown in Table 4.

Table 3: First Alarm Assignment – Benchmark Performance Objectives

Demand Zone	Demographics	NFPA 1710	ISO	CPSE Guidelines
Urban	Greater than 1,000 per sq. mile	8 minutes or less 90% of the time	No time or mileage requirement	8 minutes or less 90% of the time
Suburban	500 - 1,000 per sq. mile	8 minutes or less 90% of the time	No time or mileage requirement	10 minutes or less 90% of the time
Rural Area	Less than 500 per sq. mile	8 minutes or less 90% of the time	No time or mileage requirement	14 minutes or less 90% of the time
Remote Area	Travel Distance greater than / equal to 8 miles	8 minutes or less 90% of the time	No time or mileage requirement	No time or mileage requirement

Table 4: First Alarm Assignment – Recommended Personnel

Demand Zone	Demographics	NFPA 1710	ISO	CPSE Guidelines
Urban	Greater than 1,000 per sq. mile	16 personnel	No specific requirement	16 personnel
Suburban	500 - 1,000 per sq. mile	16 personnel	No specific requirement	16 personnel
Rural	Less than 500 per sq. mile	16 personnel	No specific requirement	16 personnel
Remote	Travel Distance greater than / equal to 8 miles	16 personnel	No specific requirement	16 personnel

Matrix Study – Summary of Recommendations

- **Unit Utilization**
  - Working with City Administration to add an additional peak-time medic unit during daytime hours to reduce the unit utilization rate for M271 and M272.
  - Evaluate utilization rate for Duncanville Fire Department units annually
  - Work with Tri-City partners to add an additional peak-time medic unit during daytime hours somewhere in the Tri-City response area since EMS calls for service continue to grow significantly based on community demographics.
  - Work with City Council through the City Manager to formally adopt benchmark performance objectives for the Fire Department, outlining response time objectives for the response time components outlined in the current edition of NFPA 1710 as soon as possible.
  - Provide monthly reports to City Council and City Manager's Office and fire personnel.
  - Develop a Recruitment Task Force to recruit and retain firefighters and initiate a recruitment program that can improve filing vacancies within the Fire Department, working with the City Manager, HR, Public Information Officer, Police and Duncanville Fire Department Labor Management Committee.

Matrix Study – Summary of Recommendations

- **Continuation of Unit Utilization**
  - Work with City Administration to add a 3rd fire station in the western side of the City and staffed initially with an engine in the next few years based on a potential bond election later in 2025.
  - Hire 12 personnel to ensure minimum staffing is met for the 3rd fire station.
  - Goal is to open the 3rd station in 2027.
- **Fire Prevention Staffing**
  - Evaluate annually the workload of the fire prevention staffing to ensure inspection frequency meets inspection performance objectives.

Table 1: Fire Inspection Staffing

Inspection/Permit Type	Activity	Target per Staff	Current Staff	Staff Needed
Plan Review	200	1,300	1.0	0.2
New Construction Inspections	200	750		0.3
Annual Inspection	695	750	1.0	0.9
Follow Up Inspection	174	1,500		0.1
Inspection Activity Total	**869**	**600**	**2.0**	**1.5**

Fire Department Staffing Study

DUNCANVILLE, TEXAS

February 3, 2025

matrix consulting group

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Introduction and Executive Summary

The City of Duncanville retained the Matrix Consulting Group to comprehensively analyze fire department operations to determine appropriate and optimum staffing levels while ensuring efficient operation management. This document includes the project team's research and analysis of the Duncanville Fire Department (DFD) and community, including staffing, response capabilities, and deployment analysis.

Scope of Work

The scope of this study included assessing the current fire protection system operations, response capabilities, staffing, and other resources necessary for delivering services to the city. A review of services and the delivery of those services should be performed periodically to ensure needs are being met. This project focused on the emergency services system delivery that included:

- Response capabilities.
- Response time analysis.
- Resource locations.
- Available resources to serve the city.
- Staffing and workforce.

The approaches used in this study were comprehensive, as described below.

Approaches Utilized in the Study

The project team assessed the Fire Department to understand and evaluate the department's service level and organizational issues. The principal approaches utilized by the project team in this study included, but were not limited to, the following:

- Internal Interviews—Project team members interviewed numerous city executives, management, and supervisory staff.
- Data Collection – the project team collected a wide variety of external and internal data documenting the structure, operations, and organization, including:
  - Staffing and scheduling.
  - Documentation reflecting operations management.
  - Numerous output data points reflect services provided.
  - Various other performance information and indicators.

- This data was summarized in a 'descriptive profile' of the Duncanville Fire Department, which department staff reviewed and modified to ensure a factual foundation for the study. This approach ensured that the project team understood the DFD appropriately.

Data was collected over the past several months and presented in interim deliverables. Throughout this process, the project team reviewed facts, findings, and conclusions through these interim deliverables with the DFD.

Executive Summary

The Duncanville Fire Department (DFD) Strategic Plan outlines the current status, challenges, and future direction of emergency services in Duncanville, Texas. Covering approximately 11.3 square miles with a population of 38,000, the DFD provides essential services, including fire suppression, prevention, and emergency medical services (EMS).

To assist in delivering emergency services, the city should establish performance benchmarks for the arrival of an effective response force, especially related to high-rise developments. This will enable the city to plan for future improvements as growth and development continue. These benchmarks can serve as trigger points for expanding services and improving the overall delivery of emergency services.

By implementing these strategic improvement opportunities, the Duncanville Fire Department seeks to enhance its capacity to meet future emergency response demands, ensuring safety and high-quality service delivery throughout the community.

Strategic Improvement Opportunities

This document should be considered a living document that should and will change with other factors influencing the city and the emergency service system. The strategic initiatives listed below should be considered part of a more comprehensive plan that the organization can adopt. These initiatives are measurable and action-oriented; they help propel an organization toward a common mission and promote growth. By addressing these strategic initiatives, the DFD can enhance its capacity to respond to the rapid vertical growth and changing needs of the community, ensuring safety and high-quality service delivery.

Strategic Initiatives

- Formally adopt benchmark performance objectives for the Fire Department, outlining response time objectives for the response time components based on population density.

- Work with the Southwest Regional Communication Center to establish a benchmark performance objective for the call processing time for emergency fire and EMS calls.
- Work with the Southwest Regional Communication Center to ensure the time stamps of the apparatus are accurate.
- Ensure that the fire department personnel are communicating correctly with the communications center.
- Establish a benchmark performance objective for turnout time for the Fire Department.
- Consider posting turnout times monthly/quarterly in the stations to promote continued performance.
- Add a fire station in the area of W. Wheatland Road and S. Cedar Ridge Road, staffed initially with an engine company and a minimum of three personnel. This will require hiring 12 personnel to ensure the minimum staffing can be achieved (3 Captains, 3 Drivers/Engineers, and 6 Firefighters/EMT-Ps).
- Work with the Southwest Regional Communication Center to ensure the time stamps for each apparatus are captured individually.
- Add a peak-time medical transport unit during the daytime hours to improve the response time and service levels.
- Consider establishing a peak-time medical transport system with automatic aid partners Cedar Hill and DeSoto.
- Monitor the workload of the inspection program for increases in occupancies and inspection frequency to ensure appropriate staff is available to meet the inspection performance objectives

Duncanville Fire Department Organization

This section provides an overview of the general characteristics of the Duncanville Fire Department.

Background

Duncanville is in southwestern Dallas County and part of the Dallas-Fort Worth metropolitan area. The area was initially settled in 1845. The city was incorporated in 1947. In 1962, the citizens adopted a home-rule charter with a council-manager form of government. The City Council has seven members, five of whom are elected from districts; one is an at-large member, as is the Mayor.

The Duncanville Fire Department (DFD) provides emergency medical and fire suppression services to the city, an area with approximately 40,000 residents. The DFD covers a geographic area of 11.2 square miles, resulting in a population density of about 3,363 people per square mile.

Established as a volunteer fire department in 1946, the DFD has continued to grow into a paid organization that provides services to the Duncanville area. Structured into multiple divisions, including fire suppression, emergency medical services, fire prevention, and emergency management, the DFD operates out of two locations within Duncanville and maintains a regional agreement with the surrounding cities of Cedar Hill and De Soto.

Demographic Profile

The following table illustrates the city's demographic profile and changes since 2010.

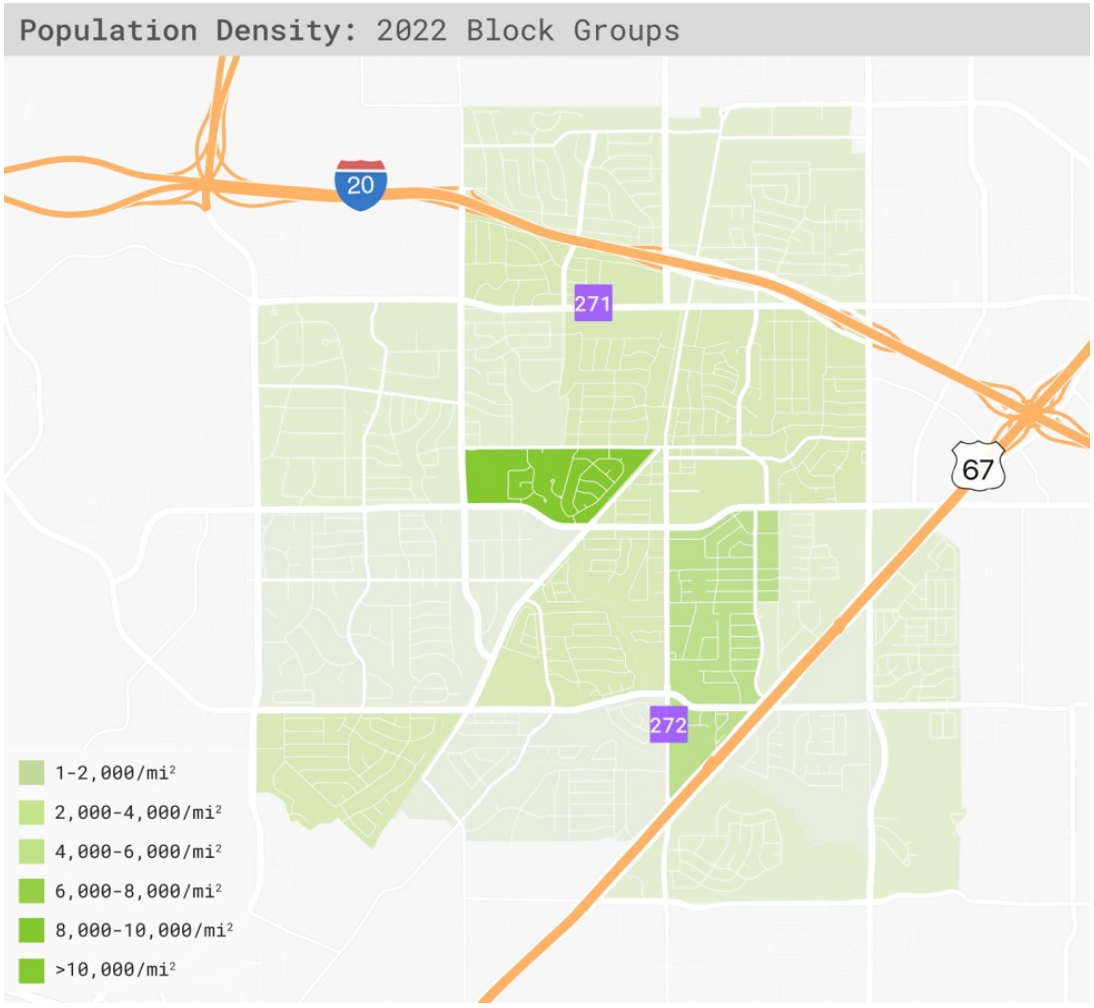
Table 1: Duncanville Demographics

US Census Bureau	2010	2015	2022
Estimated Duncanville Population	37,778	39,567	40,288
Median Age	35.4	36.9	36.9
Children Under Age 5	8.3%	7.8%	5.9%
Children Ages 5 to 19 years	24.2%	21.1%	23.7%
Persons Age 20 to 59 years	46.0%	51.3%	41.2%
Persons Age 60 and Over	16.2%	19.7%	23.0%
Families in Poverty	8.7%	11.3%	7.9%
Civilian Labor Force Unemployed	6.3%	7.6%	7.6%
Median Household Income	$52,671	$53,750	$66,601
Employment Sectors:			
Education, Health Care, Soc. Svc.	22.8%	23.5%	18.4%
Retail Trade	10.9%	14.6%	12.2%
Professional, Scientific, Mgmt.	9.6%	10.3%	11.1%
Finance, Insurance, Real Estate	8.5%	7.5%	6.6%
Entertainment, Recreation, Food	7.6%	6.2%	9.2%
Construction	8.5%	5.9%	7.1%
Manufacturing	9.2%	9.8%	9.3%
Transportation, Warehousing, Util.	5.6%	6.2%	10.5%
Public Administration	5.1%	6.1%	3.3%
Other Services	5.7%	4.8%	7.8%
Wholesale	3.5%	3.1%	2.6%
Information	2.4%	1.5%	1.5%
Agriculture, Forestry, Fishing	0.6%	0.5%	0.4%

The population of Duncanville has increased approximately 6.6% since 2010, adding an estimated 2,510 residents. It is important to note that the median age is increasing in the City of Duncanville from 35.4 in 2010 to 36.9 in 2022, with a large increase in the age range of those over 60.

The following map provides a view of population density by census blocks.

Figure 1: Population by Census Block



A large portion of the Duncanville population lives on the north side of the South Santa Fe Trail, with another portion living between Main Street and Highway 67 to the south. The rest of the population is evenly spread across the remainder of the city's boundary.

Organization

The Duncanville Fire Department is organized into divisions. The fire administration includes the fire chief, assistant fire chief, EMS division chief, fire marshal, and emergency manager. The Fire Prevention Division includes the Fire Marshal and Deputy Fire Marshal. The Fire Suppression Operations Division includes all suppression personnel, such as firefighters, engineers, captains, and battalion chiefs that comprise an engine company.

The following table illustrates the authorized staffing levels for each of the Divisions.

Figure 2: Authorized and Current Staffing Levels

Position	Authorized	Current
Administration		
Fire Chief	1	1
Assistant Fire Chief	1	1
Executive Assistant	1	1
Regional Emergency Management Coordinator	1	1
Regional Emergency Management Specialist	1	1
EMS Division Chief	1	1
Fire Marshal/Battalion Chief	1	1
Deputy Fire Marshal/Captain	1	1
Operations		
Battalion Chief of Operations	3	3
Captain	6	6
Engineer	6	6
Firefighter/Paramedic	33	29
Total Authorized Staff	**56**	**52**

The Duncanville Fire Department is currently authorized for 56 full-time positions; however, only 52 of those positions are filled. The open positions are within the operations division and consist of firefighters and paramedics.

The Administrative Division operates on an 8-hour-a-day, 40-hour-a-week schedule. Fire Prevention maintains a four-day week working ten hours a day. The Operations Division has three shifts, “A,” “B,” and “C,” which all work 48 hours on and 96 hours off.

Mission Statement

To protect the community through planning, prevention and response to emergencies with dedicated and caring professionals.

Vision Statement:

To see our agency recognized as one which demonstrates best practices in the delivery of emergency medical services, fire suppression, fire prevention, and public education to our community.

Organizational Values:

Loyalty - firm foundation for an effective fire department

Honor - Pride in being a member of the Duncanville Fire Department

Respect - Sense of caring for all department members and the community

Personal Courage - Courage to arise to the occasion of the call for bravery and valor beyond the routine call of duty

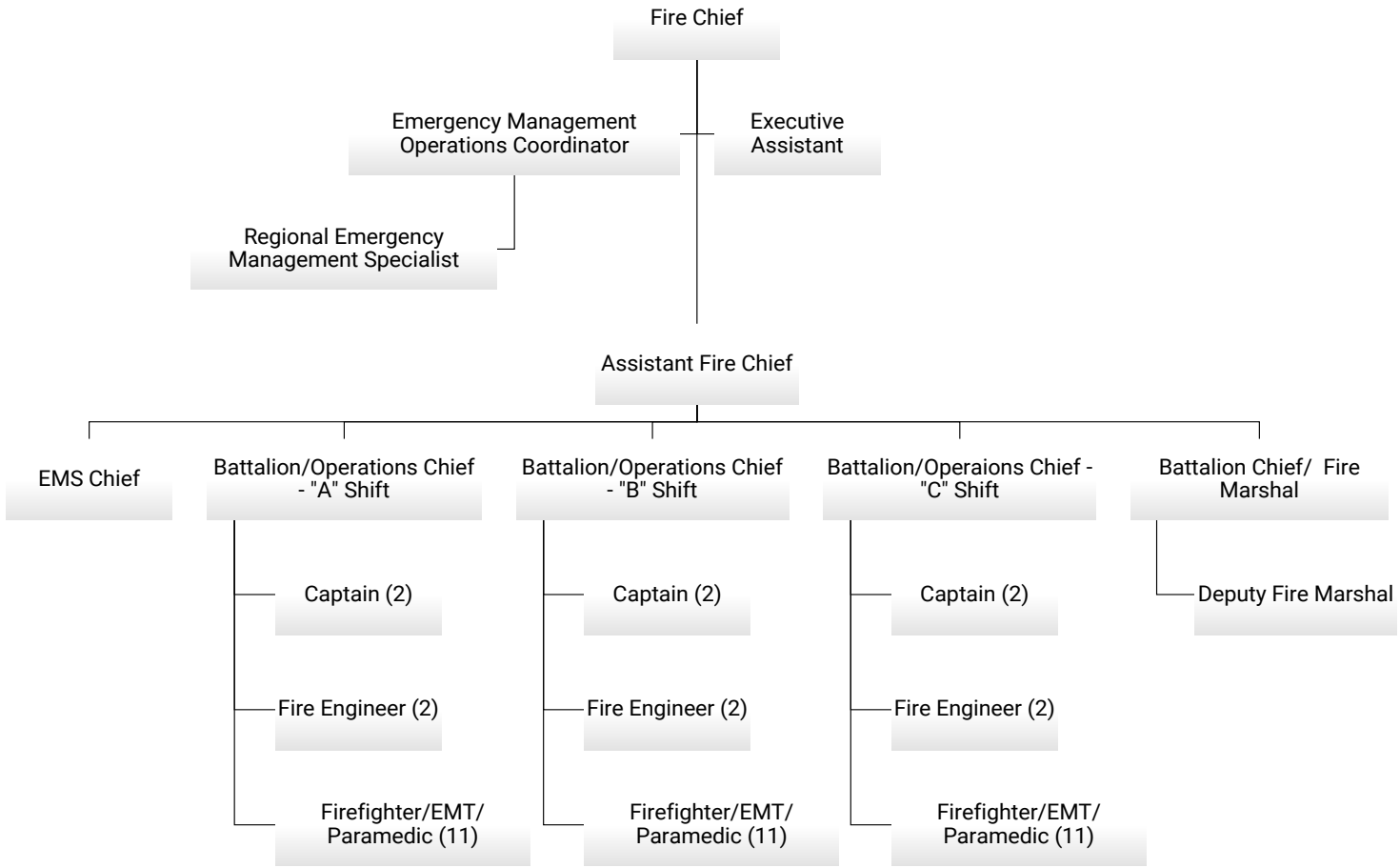
Self-less Service - Sincere and genuine regard for our responsibility to the citizens of Duncanville and to the members of the Duncanville Fire Department

Duty - Always in a state of readiness

Integrity - Commitment to provide the highest quality standards of Fire and Emergency Medical Services

The organizational charts that follow illustrate the current Duncanville Fire Department.

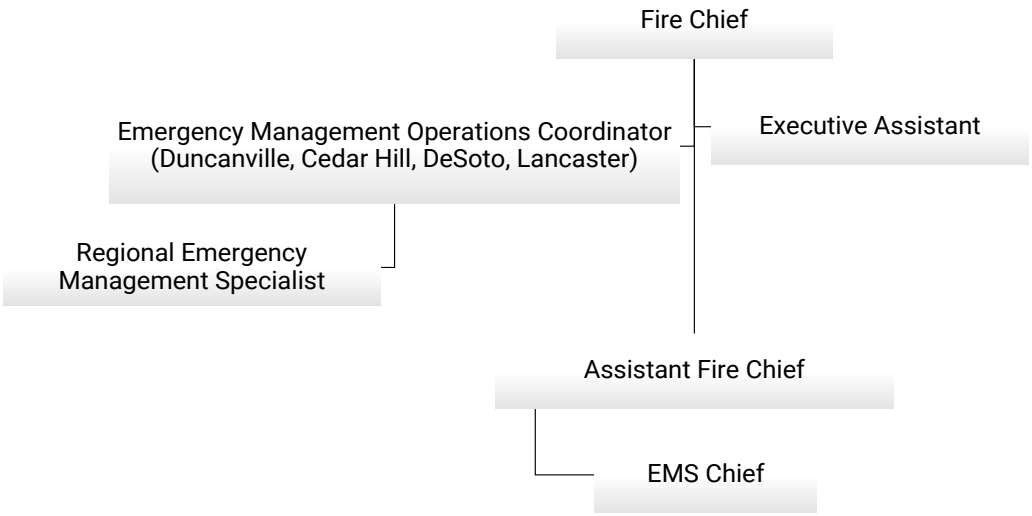
Figure 3: Duncanville Fire Department Organization Chart



Administration Division

The Administration Division houses the Fire Chief, Assistant Fire Chief, EMS Division Chief, and Emergency Management, as illustrated in the following organizational chart.

Figure 4: Administrative Organizational Chart

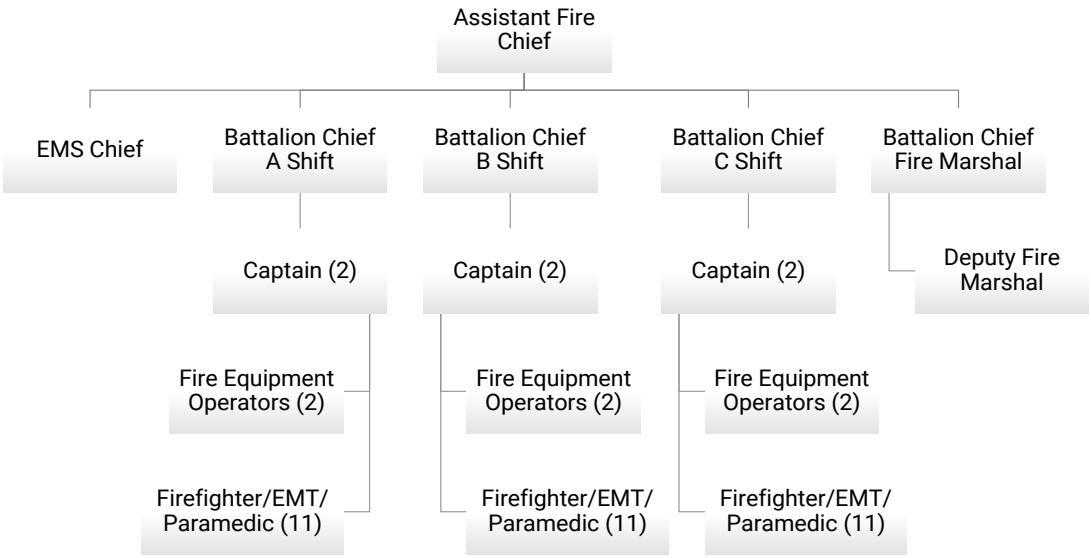


The Duncanville Fire Department is headed by a Fire Chief, with direct support from an Assistant Fire Chief who manages the Operations Division. The Office of the Fire Chief includes the Regional Emergency Management Coordinator, Specialist, and EMS Chief.

Operations

The Operations Division within the Duncanville Fire Department comprises an Assistant Chief who oversees all functionalities of the Division and is directly supported by four Battalion Chiefs. Battalion Chiefs act as watch commanders and oversee the operational shifts. Captains operate as first-line supervisors throughout all three shifts. The Fire Marshal also reports to the Assistant Fire Chief.

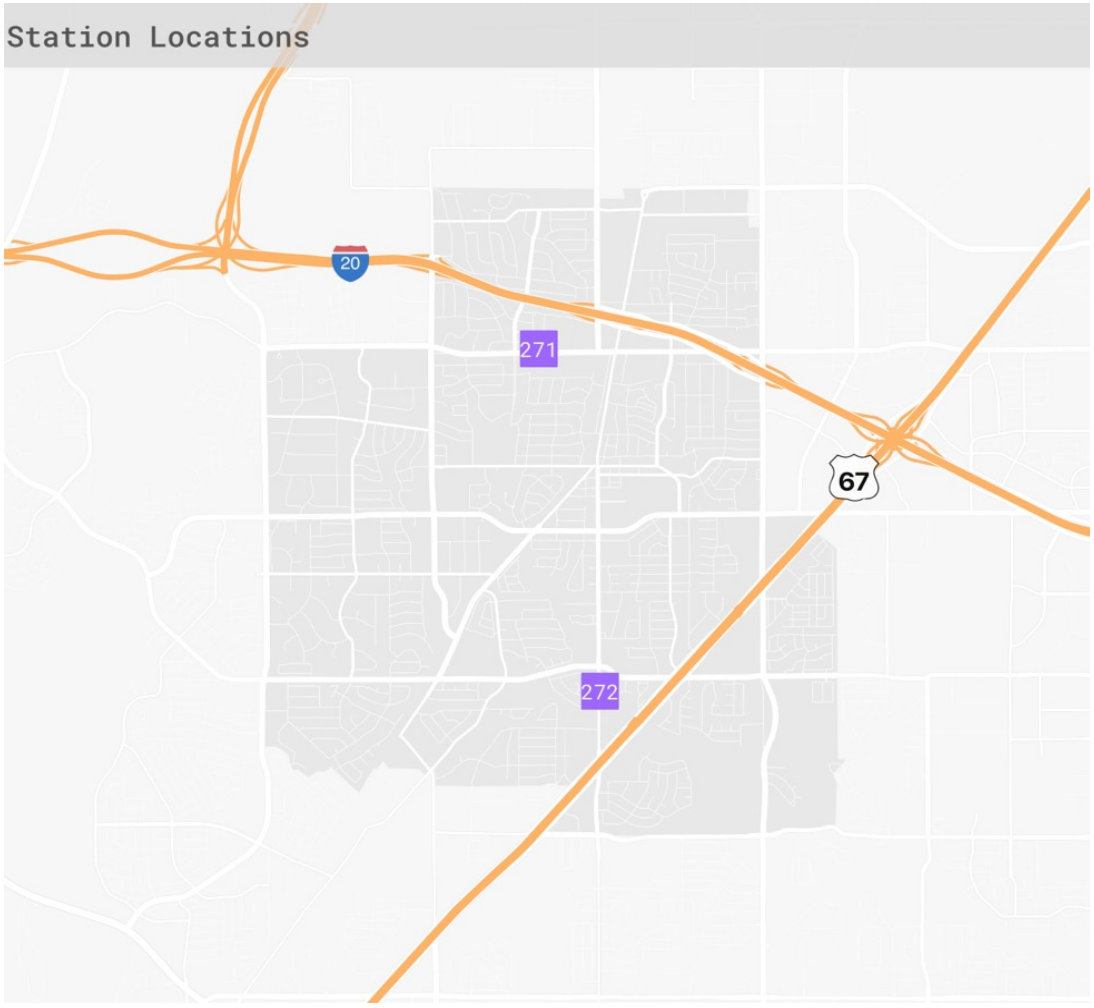
Figure 5: Operations Organizational Chart



Physical Resources

Service delivery is provided from two stations with 12 personnel each day. The following map illustrates the locations of each physical facility used by the DFD.

Figure 6: Duncanville Fire Department Station Locations



The tables below outline the apparatus and staffing for each station.

Fire Station No. 271

323 W. Camp Wisdom Rd.

Description of Use	Serves the northern Duncanville area and I-20				
Apparatus Space	Five drive-thru bays				
Assigned Apparatus	Unit ID	Year	Description	Type	Minimum Staffing
	Engine 271	2021	Pierce PUC		3
	MICU 271	2016	F-450 Ambulance	Medic	2

Fire Station No. 272

1530 S. Main St.

Description of Use	Serves the southern area of Duncanville and the Hwy 67 corridor				
Apparatus Space	Four bays				
Assigned Apparatus	Unit ID	Year	Description	Type	Minimum Staffing
	Quint 272	2017	Pierce Ascendant	Aerial	3
	MICU 272	2018	Dodge Ambulance	Medic	2

Historical Workload and Performance

Duncanville Fire Department responds to emergency and non-emergency calls for service. The following table illustrates the calls for service of the DFD organized by the type of incident for the years 2021 – 2023.

Table 2: 2021 – 2023 Calls for Service by Type

	2021	2022	2023	Total	Pct.
Auto Accidents	820	805	739	2,364	10.9%
Medical Calls	4,508	4,351	4,231	13,090	60.5%
Total Medical and Auto Accidents	5,328	5,156	4,970	15,454	71.5%
Aircraft Crash	0	2	0	2	0.0%
Alarm	540	384	417	1,341	6.2%
Mutual Aid	6	8	12	26	0.1%
Misc. Fire	100	91	115	306	1.4%
Smoke Scare	52	37	35	124	0.6%
Structure Fire	142	207	127	476	2.2%
Overpressure/Rupture/Explosion	0	2	0	2	0.0%
Vegetation/Brush/Debris Fires	21	80	22	123	0.6%
Vehicle Fire	51	41	40	132	0.6%
All Fire Calls	912	852	768	2,532	11.7%
Rescue Calls - Extrication	22	25	29	76	0.4%
Rescue Calls - Elevator	9	2	8	19	0.1%
Rescue Calls - Search	3	5	4	12	0.1%
Rescue Calls - Technical	2	1	0	3	0.0%
Rescue Calls - Water	1	5	0	6	0.0%
All Rescue Calls	37	38	41	116	0.5%
Good Intent	237	219	237	693	3.2%
Hazardous Material	7	2	4	13	0.1%
Non-Coded Calls	468	409	533	1,410	6.5%
Service Calls	546	489	366	1,401	6.5%
Other Type of Calls	1,258	1,119	1,140	3,517	16.3%
Total Calls for Service	**7,535**	**7,165**	**6,919**	**21,619**	
Year over Year Change		**-4.9%**	**-3.4%**		
Average calls per Day	**20.6**	**19.6**	**19.0**		

The previous table outlines the calls for service from 2021 to 2023. Medical calls account for 60.5% of the calls, whereas auto accidents account for an additional 10.9%. Fire calls make up 11.7% of all calls, with alarms making up 6.2% of the calls. The remaining 16.3% of calls include service calls, non-coded calls, good intent, and hazardous material calls.

The following table displays the total number of calls for service managed by DFD by each hour and day of the week for the past three years. Both emergency and non-emergency calls for service are included to provide an overall view of the call demand on the emergency services system.

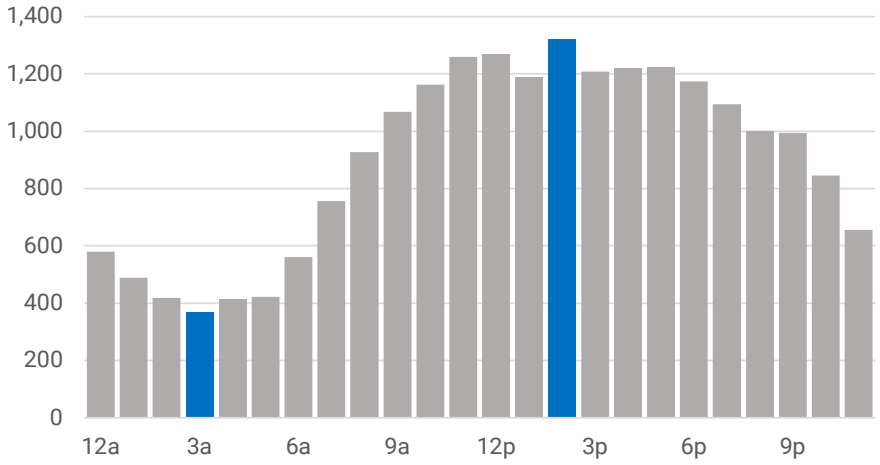
Table 3: 2021 – 2023 Calls for Service by Day of the Week

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
12 am	122	78	66	76	72	72	94	580
1 am	91	88	50	61	62	51	86	489
2 am	79	66	41	55	51	62	64	418
3 am	61	66	45	49	38	50	59	368
4 am	58	52	64	55	45	64	74	412
5 am	59	57	54	72	54	64	62	422
6 am	72	78	95	83	84	89	60	561
7 am	70	134	112	139	106	113	83	757
8 am	118	129	139	160	153	130	99	928
9 am	132	182	167	149	165	142	131	1068
10 am	154	175	171	162	181	156	163	1162
11 am	135	195	183	209	174	191	173	1,260
12 pm	151	174	190	172	189	206	188	1,270
1 pm	176	188	176	183	170	167	127	1,187
2 pm	153	194	190	200	188	206	191	1,322
3 pm	166	181	186	177	157	184	158	1,209
4 pm	148	199	167	173	175	192	166	1,220
5 pm	167	194	154	175	173	176	183	1,222
6 pm	160	179	166	134	180	194	160	1,173
7 pm	159	155	142	157	161	172	148	1,094
8 pm	142	155	131	141	142	141	150	1,002
9 pm	137	147	131	143	137	151	148	994
10 pm	105	114	134	110	95	147	141	846
11 pm	94	72	68	103	82	127	109	655
Total	2,909	3,252	3,022	3,138	3,034	3,247	3,017	21,619

As seen in the previous table, the calls for service remain constant throughout the week. Calls begin to rise around 7 am after remaining low overnight. Calls peak at 2 pm and remain constant until decreasing at 9 pm.

The following chart further illustrates the calls for service by hour of the day.

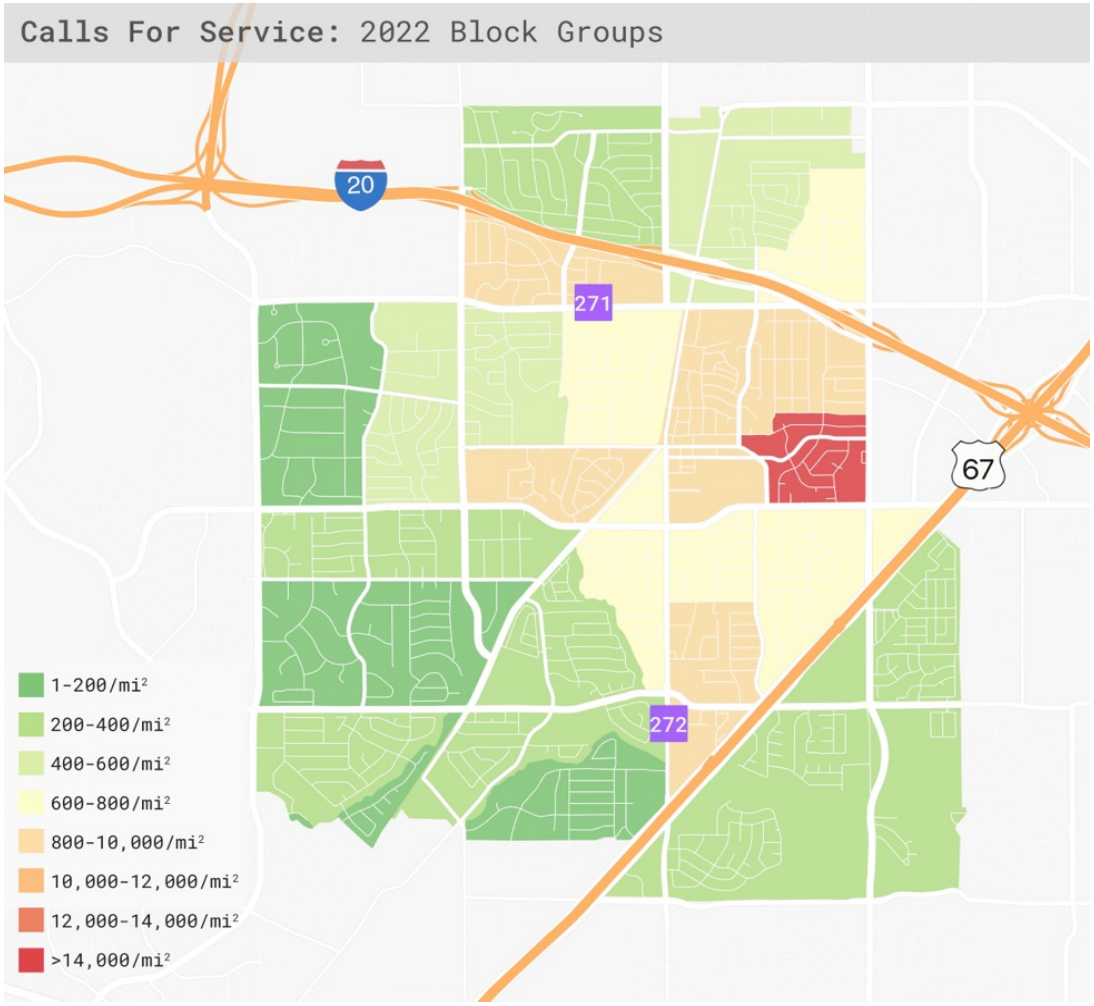
Figure 7: 2021 - 2023 Calls for Service by Hour and Weekday



As shown in the previous illustration, the DFD experiences the highest call volume at 2 pm and the lowest at 3 am. Calls rise at 7 am and remain level from around 7 am to 9 pm when the call volume decreases.

The following map illustrates the call demand using GIS technology to outline where the majority of the calls for service occurred.

Figure 8: Calls for Service by Census Block



As illustrated, more calls occur off South Cockrell Hill Road to the east, along the Main Street corridor, and portions of the South Santa Fe Trail. Another area of high call volume is to the north, near station 271.

Training and Education

The DFD has specific training and education requirements for each position within operations. The following table illustrates the required number of hours for each position regarding training.

Table 4: Duncanville Training Hours Per Position

Position	Hours Required
Firefighter	1,997
Firefighter Engineer	2,475
Captain	2,589
Battalion Chief	2,781
Fire Marshal/Deputy Fire Marshal	3,261
Fire Chief/Assistant Chief	2,869

Fire Prevention

This Division provides risk reduction activities that include fire safety inspections, plan review, and public education programs.

Fire Prevention

The Duncanville Fire Code is governed by the 2015 edition of the International Fire Code, as adopted in the City of Duncanville's Code of Ordinances.

The Fire Prevention Division provides the following services for the City of Duncanville:

- Fire and arson investigations
- Issuing permits
- Fire alarm installation, modification, and repair
- Automatic fire suppression and extinguisher system
- Operational permits
- Controlled access gate(s)
- Contractor Registration
- Conduct target hazard inspections
- Commercial new construction and existing fire code inspections

- Fire and Public Safety Education
- Public Information Requests

Public Education

The Fire Prevention Division of the DFD is also responsible for public education. This is done by hosting station tours and presenting information at schools, churches, community events, and businesses.

Financial Resources

The City of Duncanville's budget is compiled by the City Manager and approved by the mayor and city council. The fiscal year is from October 1 through September 30.

Revenues

Duncanville's General Fund is the city's primary operating fund and is supported by property and sales taxes, permits, and fines. This fund supports the fire department and six other city departments. The following table summarizes the revenues for the City of Duncanville for FY 2021 – FY 2025.

Table 5: FY 2021 – FY 2025 Revenues

General Fund Revenues	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Revised	FY 24-25 Proposed
Property Taxes	$18,615,957	$20,848,904	$21,909,710	$22,939,008
Sales & Other Taxes	$9,762,501	$9,957,104	$10,251,648	$9,951,222
Permits & Licenses	$658,969	$641,662	$647,500	$671,500
Fines & Fees	$307,033	$304,604	$350,100	$313,600
Intergovernmental Revenues	$173,031	$328,640	$347,861	$350,810
Interest	$2,347,008	$67,700	$1,135,151	$1,400,000
Franchise Fee	$1,907,778	$1,755,000	$1,755,000	$1,785,000
Charges for Services	$1,052,982	$1,147,200	$1,147,200	$1,214,000
Transfer from Funds	$2,904,293	$2,795,905	$2,795,905	$2,715,670
Other Sources	$611,563	$448,250	$448,250	$469,250
Revenue Total	**$38,341,115**	**$38,294,969**	**$40,788,325**	**$41,810,060**

Charges for Service include EMS collections. In 2024, the Duncanville Fire Department increased the EMS fees to better align with the Best Southwest cities since the city responds to calls outside the city limits. The partner Best Southwest cities include Cedar Hill, De Soto, and Duncanville and twenty-five associated communities. This partnership aims to improve the quality of life within the region. The EMS fees for the Duncanville Fire Department had not been updated since 2013.

Expenditures

The following table illustrates the operating budget for the fiscal years FY 2021 – FY 2025

Table 6: FY 2021 – FY 2025 DFD Expenditures

Fire Department Expenditures	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Revised	FY 24-25 Proposed
Fire Administration	$643,963	$673,422	$685,422	$690,745
Fire Prevention	$312,256	$355,291	$355,291	$413,095
Fire Suppression	$5,042,217	$5,132,258	$5,188,258	$5,370,798
Advanced Life Support	$1,052,982	$1,052,982	$1,052,982	$2,041,688
Emergency Management Admin	$134,003	$197,229	$197,229	$238,572
Total	$7,185,421	$7,411,182	$7,479,182	$8,754,898

The following tables illustrate the division-specific expenditures within the DFD.

Table 7: FY 2021 – FY 2025 Division Expenditures

Fire Administration	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Revised	FY 24-25 Proposed
Salary and Benefits	$494,795	$451,325	$453,306	$487,915
Supplies & Materials	$7,950	$2,423	$5,220	$63,986
Contract & Professional Services	$131,084	$129,196	$133,028	$72,389
Maintenance & Repair	$2,217	$6,578	$26,358	$150
Utilities	$36,979	$36,825	$44,230	$44,230
Transfer to Other Funds	$2,361	$2,360	$2,360	$0
Other Financing Uses	$14,299	$15,255	$20,920	$22,075
Total Admin Expenditures	$689,685	$643,962	$685,422	$690,745

Fire Prevention	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Revised	FY 24-25 Proposed
Salary and Benefits	$221,245	$281,741	$308,090	$352,012
Supplies & Materials	$5,593	$7,177	$9,197	$34,146
Contract & Professional Services	$11,923	$8,398	$21,912	$11,577
Maintenance & Repair	$126	$0	$600	$600
Transfer to Other Funds	$10,800	$10,799	$8,965	$7,085
Other Financing Uses	$3,454	$4,141	$6,527	$7,675
Total Fire Prevention Expenditures	$253,141	$312,256	$355,291	$413,095

Fire Suppression	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Revised	FY 24-25 Proposed
Salary and Benefits	$4,050,707	$4,629,598	$4,643,595	$4,881,445
Supplies & Materials	$73,671	$126,737	$182,733	$148,173
Contract & Professional Services	$43,219	$38,277	$99,191	$92,601
Maintenance & Repair	$56,488	$54,665	$93,939	$80,939
Transfer to Other Funds	$145,511	$154,224	$129,470	$123,770
Other Financing Uses	$34,958	$38,766	$39,330	$43,870
Total Fire Prevention Expenditures	$4,404,554	$5,042,267	$5,188,258	$5,370,798

EMS	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Revised	FY 24-25 Proposed
Salary and Benefits	$1,420,323	$1,263,835	$1,408,711	$1,541,568
Supplies & Materials	$85,700	$121,433	$133,403	$138,768
Contract & Professional Services	$149,749	$150,084	$114,302	$224,495
Maintenance & Repair	$10,847	$18,944	$24,920	$25,920
Utilities	$0	$2,119	$2,220	$2,220
Transfer to Other Funds	$112,803	$123,055	$103,172	$99,412
Other Financing Uses	$7,860	$6,996	$9,655	$9,305
Total Fire Prevention Expenditures	$1,787,282	$1,686,466	$1,796,383	$2,041,688

Emergency Management	FY 21-22 Actual	FY 22-23 Actual	FY 23-24 Revised	FY 24-25 Proposed
Salary and Benefits	$115,843	$117,637	$171,534	$214,392
Supplies & Materials	$6,507	$6,278	$11,900	$11,570
Contract & Professional Services	$1,678	$1,385	$2,508	$1,723
Maintenance & Repair	$0	$0	$1,000	$1,000
Transfer to Other Funds	$4,398	$4,400	$3,767	$3,167
Other Financing Uses	$3,499	$4,303	$6,520	$6,720
Total Emergency Management Expenditures	$131,925	$134,003	$197,229	$238,572

As shown, in FY 2024 - 2025, salaries and benefits comprised approximately 81.4% of the operating expenditures for all the divisions within fire services.

Duncanville Emergency Services System

The Duncanville Fire Department provides emergency medical and fire suppression services to the city, responding to emergency and non-emergency calls for service. The National Fire Prevention Association (NFPA), Center for Public Safety Excellence (CPSE), and Insurance Standards Office (ISO) have developed nationally accepted performance standards.

Response Time Data

Computer Aided Dispatch (CAD) data for 2021, 2022, and 2023 was evaluated. The data had coding problems, transcription errors, and equipment failures. The project team used the following mechanism to address these issues.

Only qualified data is used to calculate response time and any related components. To be considered, the data must meet the following criteria:

- The incident must have been unique.
- The incident must have involved at least one Fire and Rescue Department unit being dispatched to the call.
- Calls missing data are not used in the computations for call processing, turnout time, travel time, or call duration.
- Any calls with unusually long times or times sorted incorrectly (arrived before dispatch time) were removed.
- Non-emergency responses are removed; only emergency responses are included.

After filtering the data using the methodology outlined above, the remaining incidents represent the response time for calls for service handled by the Fire Department.

Call Processing

Performance Standards

The Southwest Regional Communications Center (SWRCC) is a regional communications center that provides emergency communications. This center handles the dispatching of fire suppression, emergency medical services, and rescue calls for Duncanville, DeSoto, and Cedar Hill. Oversight for the center is provided by the city managers of the three cities.

The NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems establishes the call processing benchmarks outlined in the chart below.

Table 8: NFPA 1221 Performance Objective

Component	Target	Performance
Calls Answered	Within 15 seconds	90%
	Within 20 seconds	95%
Call Processing	Within 60 seconds	90%
Call Processing for: * Language Translation * TTY/TDD Device Services * Hazardous Materials * Technical Rescue * Text Message * Calls Received during a Disaster * Unable to Determine location	These types of calls are exempt from the call processing time illustrated above.	

ISO uses the 60-second call processing time as a benchmark performance objective outlined in NFPA 1221 for their requirements.

System Performance

The table below summarizes the performance of the SWRCC.

Table 9: Call Processing 2021 - 2023

All Emergency Calls – 90th Percentile Times		2021 - 2023	2021	2022	2023	NFPA 1710
Call Processing	Pick-up to Dispatch	1:42	1:42	1:46	1:38	1:00

For the three years, the alarm handling (call processing) time was 42 seconds longer than the NFPA 1710 performance benchmark.

Turnout Time

Performance Standards

Turnout time is a measurable time segment that begins when the emergency service unit receives the call and is on the apparatus responding (wheels rolling). The following table compares the three models for benchmark performance objectives.

Table 10: Turnout Time – Benchmark Performance Objectives

Call Type	NFPA 1710	ISO	CPSE
Emergency Medical Calls	60 seconds or less 90% of the time	No Requirement	60 seconds or less 90% of the time
Fire or Special Operations Calls	80 seconds or less 90% of the time	No Requirement	80 seconds or less 90% of the time

System Performance

The table below illustrates the performance of the Duncanville Fire Department related to turnout time for emergency calls.

Table 11: Turnout Time 2021 - 2023

All Emergency Calls – 90th Percentile Times			2021 - 2023	2021	2022	2023	NFPA 1710
Turnout Time	1st Unit	Medical Calls	2:14	2:10	2:19	2:15	1:00
		Fire Calls	2:04	1:56	2:09	2:06	1:20

All times shown are the 90th percentile for each of the three years. For the three years, the turnout time for medical calls is 1 minute and 14 seconds longer than the NFPA 1710 performance benchmark, and the fire turnout time is 44 seconds beyond the benchmark.

Distribution of Resources

Distribution is the measure of getting initial resources to an emergency to begin mitigation efforts. This is measured in various ways, including percentage of square miles, percentage of road miles, and travel time. The Insurance Services Office (ISO) has used road miles for many years, advocating one and a half miles for an engine company and two and a half miles for a ladder company. With the advent of GIS technology and improved computer-aided dispatch (CAD) systems, the use of actual travel time is another more accurate measure for the distribution of resources.

Performance Standards

Travel time is a measurable time segment that begins when the apparatus and personnel begin the response (wheels rolling) and ends once at the emergency location (wheels stopped). It is the most appropriate measurement available for the distribution of resources with a proven record of success.

Table 12: First Arriving Unit – Benchmark Performance Objectives

Demand Zone	Demographics	NFPA 1710	ISO	CPSE
Urban	Greater than 1,000 per sq. mile	4 minutes or less 90% of the time	1.5 road miles in the built-upon area	4 minutes or less 90% of the time
Suburban	500 - 1,000 per sq. mile	4 minutes or less 90% of the time	1.5 road miles in the built-upon area	5 minutes or less 90% of the time
Rural Area	Less than 500 per sq. mile	4 minutes or less 90% of the time	1.5 road miles in the built-upon area	10 minutes or less 90% of the time
Remote Area	Travel Distance greater than / equal to 8 miles	4 minutes or less 90% of the time	1.5 road miles in the built-upon area	No Requirement

There are several notable items contained in the previous table. NFPA 1710 does not address the various demographics or population densities. CPSE addresses the travel time for the various demographics with differing travel times based on population density and ISO only addresses the built upon area defined as those areas with fire hydrants available. Most communities find the NFPA 1710 standard difficult to achieve as it is the same regardless of population density and unique community characteristics. Using the CPSE standard allows for variation in travel time performance based on population density. It is also important to note that CPSE allows a community to adopt a local standard (baseline) based on the performance of the emergency response system over the previous three (3) years.

System Performance

Duncanville fits the urban demographic definition with a population density of 3,711 residents per square mile. The following table illustrates the travel time for the urban demographic compared to the recommended benchmark performance objectives as represented by National Fire Protection Agency (NFPA) Standard 1710.

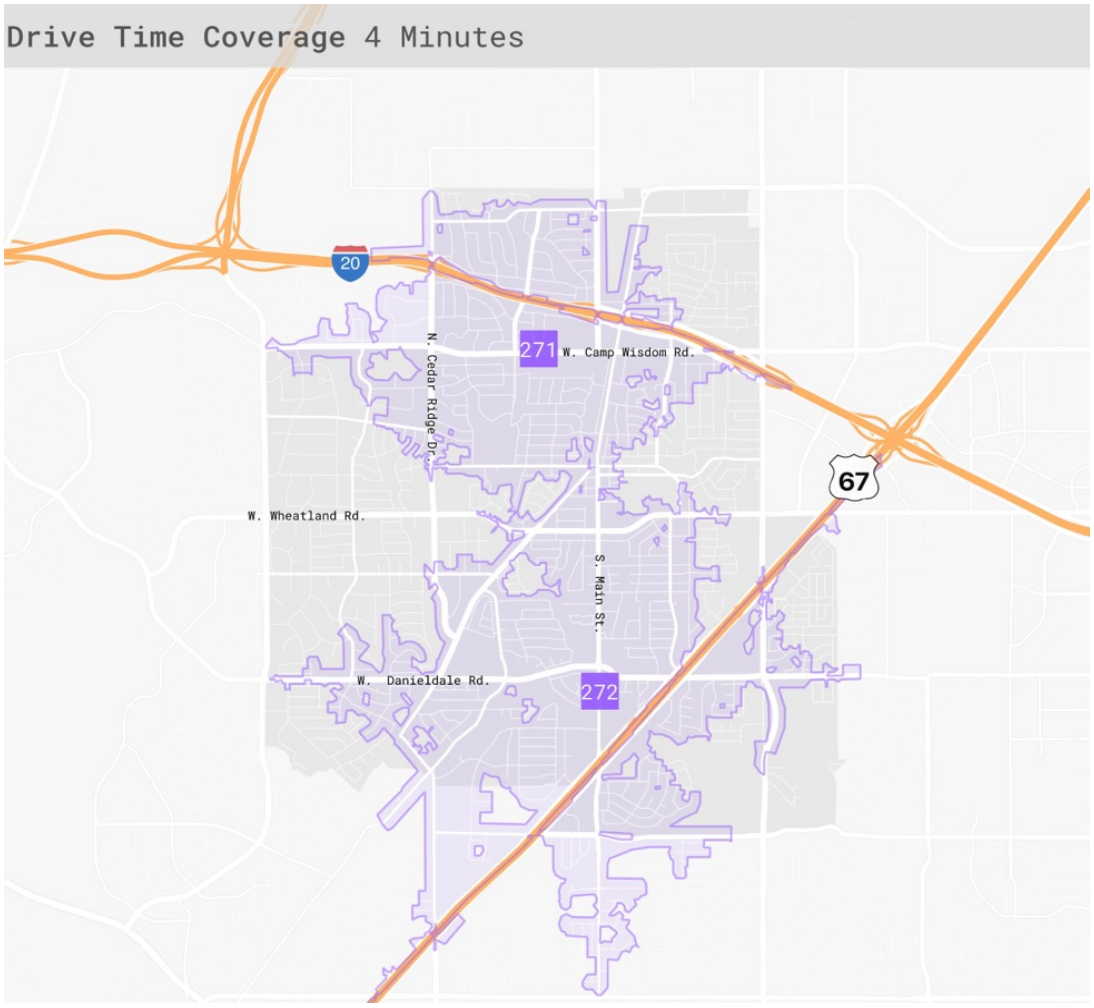
Table 13: Travel Time

All Emergency Calls – 90th Percentile Times		2021 - 2023	2021	2022	2023	NFPA 1710
Travel Time	1st Unit – Distribution	6:34	6:45	6:28	6:30	4:00

The travel time performance for the three years is 6 minutes and 34 seconds, which is 2 minutes and 34 seconds over the NFPA 1710 performance benchmark. Travel times have been consistent for the past three years.

For a visual perspective, the following map illustrates four-minute travel time expectations using the existing fire stations within the city. Automatic Aid and mutual aid companies are not illustrated to visualize the city's needs.

Figure 9: Four Minute Drive Time



This map illustrates the Duncanville Fire Department's fire stations that serve the city. The four-minute travel time represents a best practice standard based on the NFPA 1710 performance benchmark.

Concentration of Resources

The concentration of resources is generally described as the ability of the emergency services system to get the appropriate number of personnel and resources to the scene of an emergency within a prescribed time to mitigate the incident effectively. This component has two segments: the arrival of a second suppression apparatus and the arrival of an effective response force, both of which use travel time as the measurement.

Performance Standards

As noted, there are two segments for the concentration of resources. The first segment uses travel time for the second arriving fire suppression apparatus. The second segment involves the number of personnel placed at an emergency scene by a given time. Again, these two segments represent the most appropriate measurement available for the concentration of resources, and these measurements have a proven record of success nationally. The Duncanville Fire Department does not have a benchmark performance objective established for the arrival of an effective response force.

Second Arriving Suppression Apparatus

Travel time is the primary measurement for the second arriving fire suppression unit. The following table summarizes the differing viewpoints on the travel time of the second arriving suppression unit.

Table 14: Second Arriving Suppression Apparatus – Benchmark Performance Objectives

Demand Zone	Demographics	NFPA 1710	ISO	CPSE
Urban	Greater than 1,000 per sq. mile	6 minutes or less 90% of the time	No time or mileage requirement	8 minutes or less 90% of the time
Suburban	500 – 1,000 per sq. mile	6 minutes or less 90% of the time	No time or mileage requirement	8 minutes or less 90% of the time
Rural Area	Less than 500 per sq. mile	6 minutes or less 90% of the time	No time or mileage requirement	14 minutes or less 90% of the time
Remote Area	Travel Distance greater than / equal to 8 miles	6 minutes or less 90% of the time	No time or mileage requirement	No Requirement

As noted in the previous table, NFPA 1710 has requirements for the second arriving apparatus; ISO is silent, and CPSE uses the first alarm assignment travel time. The following table illustrates the travel time for the first alarm assignment.

Table 15: First Alarm Assignment – Benchmark Performance Objectives

Demand Zone	Demographics	NFPA 1710	ISO	CPSE Guidelines
Urban	Greater than 1,000 per sq. mile	8 minutes or less 90% of the time	No time or mileage requirement	8 minutes or less 90% of the time
Suburban	500 - 1,000 per sq. mile	8 minutes or less 90% of the time	No time or mileage requirement	10 minutes or less 90% of the time
Rural Area	Less than 500 per sq. mile	8 minutes or less 90% of the time	No time or mileage requirement	14 minutes or less 90% of the time
Remote Area	Travel Distance greater than / equal to 8 miles	8 minutes or less 90% of the time	No time or mileage requirement	No time or mileage requirement

NFPA 1710 does not address any demographics regarding travel time in response to structure fires.

As mentioned previously, the second part of the concentration of resources arrival time concerns the number of personnel arriving with the first alarm assignment. The following table summarizes NFPA, ISO, and CPSE standards for the number of personnel arriving for a first alarm assignment for a single-family dwelling.

Table 16: First Alarm Assignment - Recommended Personnel

Demand Zone	Demographics	NFPA 1710	ISO	CPSE Guidelines
Urban	Greater than 1,000 per sq. mile	16 personnel	No specific requirement	16 personnel
Suburban	500 - 1,000 per sq. mile	16 personnel	No specific requirement	16 personnel
Rural	Less than 500 per sq. mile	16 personnel	No specific requirement	16 personnel
Remote	Travel Distance greater than / equal to 8 miles	16 personnel	No specific requirement	16 personnel

As illustrated, ISO does not specify the number of personnel expected or anticipated to arrive and instead provides points for the personnel, meaning the more on-duty personnel there are, the more points are added to the overall evaluation. NFPA 1710 bases the personnel requirements on creating an effective response force using critical tasking.

Performance

The CAD Data provided contained identical time stamps for each unit. With the time stamps identical for all units, the arrival of an effective response force cannot be determined. The following table illustrates the travel time for the first suppression unit that arrived.

Table 17: Travel Time for the First Arriving Suppression Unit

Structure Fires – 90th Percentile Time		2021	2022	2023	NFPA 1710
Travel Time	1st Unit – Distribution	5:18	5:21	4:51	4:00
	Number of Calls	n=139	n=127	n=120	

The first arriving unit was calculated using suppression units only to respond to unique calls with an incident type of Structure Fire.

System Reliability

Other contributing factors, including unit hour utilization and concurrent calls for service, can influence the distribution and concentration of resources.

Unit Utilization

Unit utilization is a factor in determining whether there is an appropriate emergency services system response. For this analysis, unit utilization is calculated by taking the total hours the Unit is committed to incidents for the year divided by the total hours in a

year. Expressed as a percentage, it identifies the time the Unit is engaged and, more importantly, the available time.

In 2016, Henrico County, Virginia, conducted a study of unit utilization. Through their research, they developed a scale to identify the community impact on travel time and availability of their emergency medical units.[1]

Table 18: Unit Hour Utilization Rating Scale

Factor	Indicator	Description
16% to 24%	Ideal Commitment Range	Personnel can maintain training requirements and physical fitness and can consistently achieve response time benchmarks. Units are available to the community more than 75 percent of the day. Units below 0.16 should be evaluated for more efficient use as additional operating capacity is available.
25%	System Stress	Community availability and unit sustainability are not questioned. First-due units are responding to their assigned community 75 percent of the time, and response benchmarks are rarely missed. At this level, agency leaders must understand that commitment factor increases are imminent. The community this Unit serves will begin to see increasingly longer response times as neighboring stations send apparatus during one out of four calls.
26% to 29%	Evaluation Range	In this range, the community served will experience delayed incident responses. Just under 30 percent of the day, first-due ambulances are unavailable; thus, neighboring responders will likely exceed goals. Agency leadership should immediately begin identifying funding sources to provide relief. At this range, commitment factors are only expected to increase.
30% or more	Line in the Sand	Not Sustainable: Commitment Threshold – shows our community has less than a 70 percent chance of timely emergency service and immediate relief is vital. Personnel assigned to units at or exceeding 0.3 may show signs of fatigue and burnout and may be at increased risk of errors. Required training and physical fitness sessions are not consistently completed.

The following table illustrates the unit utilization for the past three years.

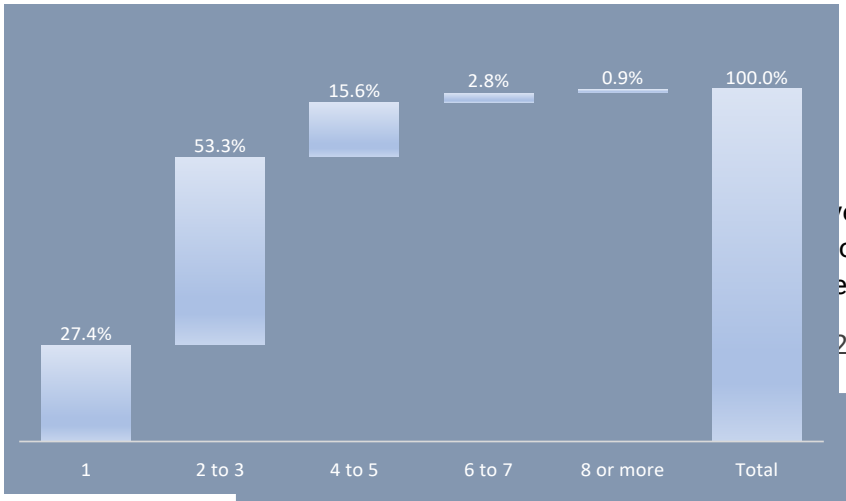
[1] https://www.fireengineering.com/apparatus-equipment/how-busy-is-busy/#gref

Table 19: Unit Utilization

Unit	2021			2022			2023		
	Duration	Pct. of Time	Avg.	Duration	Pct. of Time	Avg.	Duration	Pct. of Time	Avg.
MICU272	2784:43:22	31.8%	0:56:21	2547:22:13	29.1%	0:56:28	2710:31:45	30.9%	0:59:58
MICU271	2589:49:52	29.6%	0:53:45	2495:03:49	28.5%	0:56:23	2338:00:37	26.7%	0:54:03
Q272	1789:08:20	20.4%	0:45:34	1701:24:41	19.4%	0:45:54	1623:23:55	18.5%	0:48:57
E271	1795:23:03	20.5%	0:47:22	1782:58:26	20.4%	0:46:43	1618:11:36	18.5%	0:45:30

Generally, unit utilization is not an issue until it reaches 25% to 30% and/or if it begins to interfere with the unit's travel time. In 2023, the highest unit hour utilization was MICU 272 at 30.9% and MICU 271 at 26.7%, which is above the ideal utilization level, indicating a need for additional medic units. The two suppression units maintain an 18.5% unit utilization, which is still below the level where additional units would be needed to offset service demand. Unit utilization rates have remained stable since 2021.

As noted, Duncanville's demographics indicate that the percentage of people over 60 has increased by about 7% over the past ten years. With this change in demographics, the emergency medical system will likely be used more.

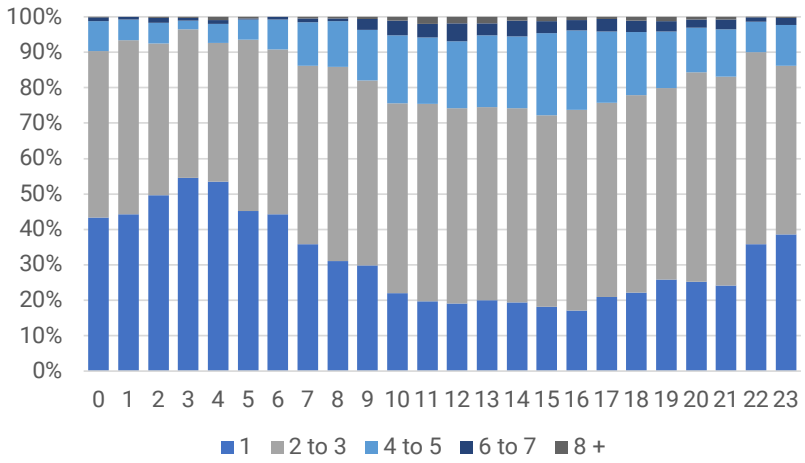


ve multiple requests for service
ore frequently this will happen,
efficiently.

21 - 2023

As illustrated, the DFD handles a single call approximately 27% of the time, and about 53% of the time, two to three calls occur simultaneously. To further examine concurrent calls, the following chart highlights concurrent calls by hour of the day.

Figure 11: Concurrent Calls by Hour of the Day 2021 - 2023



Multiple calls for service increase at the 9 a.m. hour and continue through about the 6 p.m. hour. The noon hour has the highest number of simultaneous calls.

Analysis of Projected Service and Staffing Needs

The following chapter provides a plan for public safety services over a 10-year planning horizon to assess how anticipated growth and development in Duncanville will shape future service demand and how staffing needs will evolve in response to this growth.

Introduction and Methodology

Our analysis considers an array of data sources to provide a realistic simulation of how development activity will shape growth in the city and how that growth will affect service needs. The foundation for our analysis is the current relationship between workload and population in Duncanville. This is analyzed through:

- Analysis of police computer-aided dispatch data.
- Using a comparable methodology, analysis of fire computer-aided dispatch data, including medical calls.
- Calculations were made from NIBRS data, and crime categories were selected that translate to UCR Part I crimes to provide a level analysis.
- 2020 Census data and ACS (American Community Survey) estimates for population, housing units, household size, and unit occupancy.
- October 2014 draft Economic Base Report prepared by MRB Group to support the City's Comprehensive Plan Update process.

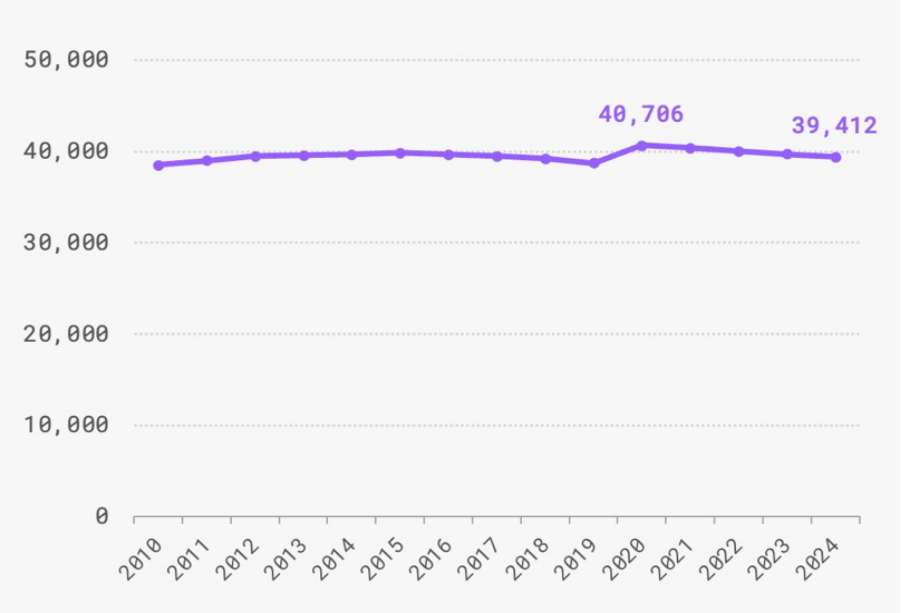
With the understanding of workload and population achieved through these data sources, the project team collected planning data on land use, anticipated development projects, and other relevant data.

Overview of Development Activity in Duncanville

Duncanville is currently in the process of updating its Comprehensive Plan, which may potentially lead to increased development through rezonings. Additionally, the potential to create a new TIF (tax increment financing) may spur development and new TOD (transit-oriented development) projects along a proposed rail line.

In recent years, Duncanville's population has declined slightly from a high in 2020.

Figure 12: Duncanville Population (2010-2024, US Decennial Census and ACS Estimates)



Even at its highest point in 2020, growth rates were minimal throughout the previous decade. While additional housing units have been added throughout that period, the changing age demographics of the population and, adjacently, average household size play determinant roles in decreasing the city's overall population.

The recently completed Economic Base Report by the MRB Group provides a critical foundation to the projections analysis, examining these issues and developing projections based on these changes. Among other topics, the MRB Group report offers projections through 2029 (five years from current/baseline) on household size, median age, number of households, and household size.

Our projections take the findings and conclusions raised by this report as baselines.

Given that the context of the Economic Base Report supports the City's Comprehensive Plan Update, it is possible that rezonings and new TIFs could be developed to change the direction of this growth. Consequently, our analysis uses the report as a baseline and modifies the end-line conclusions on population projections based on estimated additional growth that *could* occur in relation to the Comprehensive Plan update and, as a result, is not factored into the MRB Group report.

Furthermore, the MRB group provides five-year projects. Our analysis assumed that the same rate of change is extended through the five to ten-year period.

Demographic Shifts in Household Size

At the core of forward-looking projects are diverging impacts that are expected to occur:

- Household size (and population per housing *unit*) are expected to decline over the next five years. In isolation, this demographic shift would lead to a *decrease* in population.
- The number of households is expected to decrease. In isolation, this demographic shift would lead to a *decrease* in population.
- Construction of new housing units may be spurred by the Comprehensive Plan Update and associated rezonings, the creation of a new TIF, development projects currently under review, and potential new transit-oriented development projects. In isolation, these changes would lead to an *increase* in population.

Examining the first variable, household size, a slight decrease is expected over the next decade:

Table 20: Population per Household

	2024	2029	2034	10YR +/-
Pop. Per Household	2.96	2.94	2.92	-0.046

About a 0.05 people per household decrease is forecasted over the next 10 years, a relatively minimal change that reflects a slightly older population – consistent with regional and national trends.

Without growth considered in this analysis, the MRB Group Economic Base Report estimates that the number of households will decrease by 316 over the next five years, representing a change of -2.4%.

Impact of Housing Unit Construction

Our analysis modifies the demographic shifts by assuming the construction of new housing units. As discussed previously, this includes all development spurred by the Comprehensive Plan Update and associated rezonings, the creation of a new TIF, development projects currently under review, and the potential for new transit-oriented projects.

Our analysis assumes that 50 units will be permitted, constructed, and occupied per year over the projection timeframe:

Table 21: New Housing Units

	2024	2029	2034
Cumulative New Housing Units	+50	+300	+550

This level of housing unit growth is highly variable and conditional, as it relies on continued development activity, rezoning potential, TIF creation, and transit-oriented development activity. This conditionality also modifies the construction forecasts. If greater certainty existed regarding each of these potential development scenarios being realized, greater than 50 units per year could be achieved.

Consequently, our expected rate of decrease in the number of households is less than the MRB Group forecast, given that we have added the assumed construction of new housing units.

Table 22: Total Households

	2024	2029	2034	10YR +/-
Total Households	13,308	13,232	13,077	-231

For reference, the MRB Group report forecasts a decrease of 316 households in 2029, whereas our bolt-on of new construction modifies this to 231 over twice the number of years (10 years).

Forecast Population

The totality of these changes, including an increase in new housing unit construction, a decrease in people per household, and a decrease in the number of households (without new construction factored in), results in a net reduction in overall population over the next decade:

Table 23: Population Forecast

	2024	2029	2034	10YR +/-
Population	39,412	38,884	38,129	*-1,283*

At a decrease of 1,283 people over 10 years, the projections equate to a decline of 3.25% over 10 years. For reference, the MRB Group report estimated around the same level of decrease (3.1%) over 5 years – half the timeframe.

Our projects result in an annual growth rate of approximately -0.33%, a relatively minimal rate of decrease – just one-third of one percentage point.

Age-Related Effects on Medical Call for Service Demand

Due to myriad factors, population changes result in differential impacts on public safety service demand. These relationships are often complex and driven by multiple variables, and the body of current research can present an array of findings on the same topic. This makes the objective of developing projections that consider various socioeconomic factors, for instance, difficult to present in a concise analysis.

However, one area of public policy with a strong documented relationship to demographic change is the demand for medical/EMS responses in relation to age.

This analysis borrows from existing research (e.g., Vuong et all, 2018[2]), which examines the proportion of 911 calls nationally originating from individuals aged 65 or older. Extrapolating from the age demographics across the country according to the U.S. Census Bureau's American Community Survey (ACS) from the same year of data used by the study, the findings equate to individuals aged 65 or older generating EMS/medical calls at twice the rate of the general population.

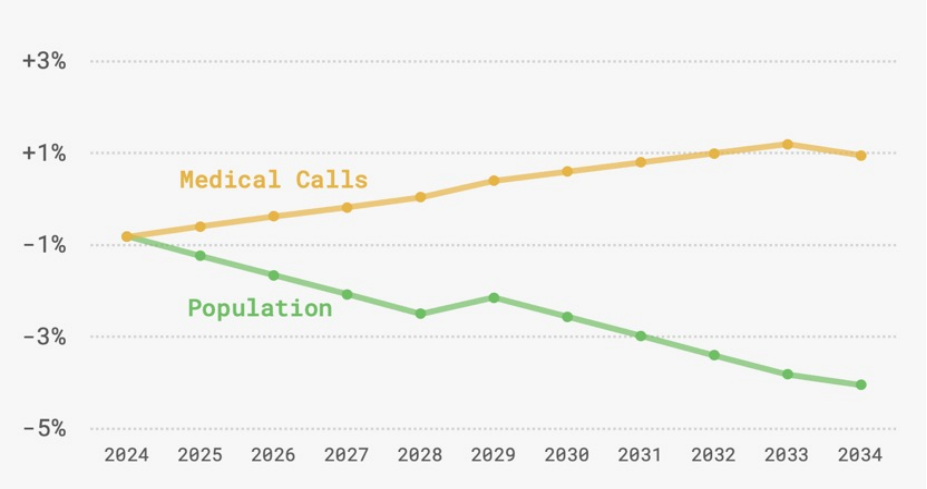
Our analysis translates this finding into an assumption to model the effects of the changing population on medical-related call-for-service demands. From 2024 to 2029, the MRB Group projects the median age of Duncanville to increase by approximately 2.6%. If the percentage of individuals aged 65 years or older increases by the same percentage, it can be assumed that the per capita rate of medical calls for service also increases for that population segment.

The methodology used to forecast medical calls for service considers this and assumes that the age-related demographic changes forecasted by the MRB Group's Economic Base Report continue at the same rate through 2034.

The following chart demonstrates the relative change in medical calls for service and population relative to 2023 (the year of data used for the Fire Department call for service analysis):

[2] Duong, H. V., Herrera, L. N., Moore, J. X., Donnelly, J., Jacobson, K. E., Carlson, J. N., Mann, N. C., & Wang, H. E. (2018). National Characteristics of Emergency Medical Services Responses for Older Adults in the United States. *Prehospital emergency care*, *22*(1), 7–14. https://doi.org/10.1080/10903127.2017.1347223.

Forecast Medical Call Demand and Population Changes Relative to 2023 Levels



Even as the city's population decreases, the demand for EMS response increases slightly by around one percentage point relative to 2023.

Other Public Safety Service Demand Forecasts

The same assumption is not applied to other public safety service demand factors, including police calls for service, crime occurrences, and fire calls. Instead, a more direct relationship with the city's total population is used. Differential geographic-based projections were not able to be developed due to limited availability of data and certainty regarding future development projects, many of which are contingent upon zoning changes and opportunities dependent on other agencies (e.g., transit-oriented development being contingent upon the creation of the transit line, in addition to rezoning).

The following table outlines these variables, illustrating the rate of service demand relative to population measured in 2023, with medical calls specifically adjusted over the projections timeline due to age-related impacts on EMS response needs:

Table 24: Assumed Relationship Between Population and Service Demand

	2023 Rate Per 1,000	2034 Rate Per 1,000
Fire CFS	3.2	3.2
Medical CFS	113.4	**119.3**
Police CFS	527.4	527.4
Crime Occurrences[3]	26.2	26.2

2023 service demand rates are based on measured data from Duncanville Police and Fire departments, computer-aided dispatch data for calls for service, and NIBRS (National Incident Based Reporting System) data for crime occurrences.

The following table provides the culmination of this analysis, using the year-by-year population projects to develop service need forecasts based on the per capita rates measured in 2023, with adjustments made to medical call demand:

Table 25: Combined 10-Year Population and Service Demand Forecasts

	2024	2029	2034	10YR +/-
Population	39,412	38,884	38,129	-1,283
Fire CFS	126	124	122	-4
Medical CFS	4,468	4,523	4,548	+80
Police CFS	20,786	20,507	20,109	-677
UCR Crimes	1,032	1,018	998	-34

Overall, relative to current needs, the service demands of each category will not change significantly over the projection timeframe.

As discussed earlier in the analysis, the forecasts are based on an assumption of 50 new housing units constructed each year from 2024 through 2034. Should more significant development activity occur, this would update the findings of the analysis, which currently show household size shifts (primarily due to an aging demographic) outpacing the new

[3] Uses counts of NIBRS data refined to unique incidents (e.g., two counts of theft assigned to the same incident are treated as one occurrence) and matched to UCR (Uniform Crime Reporting) categories.

construction in terms of the impact on total population and, by extension, public safety service demand. The exception to this is EMS/medical response needs, which will increase by a minimal amount over the 10-year projection timeframe.

Strategic Improvement Initiatives

In the previous chapter, several gaps in service levels were illustrated, presenting opportunities to improve service deployment. Other factors are related to changes in the community demographics, growth, and built-up area of the operational area. This chapter provides recommendations intended to improve the deployment of resources in the emergency services system within the operational area.

Community Developed Standards

As noted, four nationally recognized models are used to design and improve fire protection systems in our communities. Each model is based on different aspects of a community, such as population density, the type of fire department, and the road miles in the area.

The applicability of the NFPA models is based on the definitions of the fire department servicing the community.

NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments was last published in 2020.

> *A career fire department is defined as one that utilizes full-time or full-time equivalent (FTE) station-based personnel immediately available to comprise at least 50 percent of an initial full alarm assignment.*

NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments was last published in 2020.

- A combination fire department is defined as one having emergency service personnel comprising less than 85 percent majority of either volunteer or career membership.
- A volunteer fire department is defined as one having volunteer emergency service personnel comprising 85 percent or greater of its department membership.
- Defines four demographic components based on population density as urban, suburban, rural, and remote.

ISO continues to use its standard 1.5-mile and 2.5-mile criteria for engine company and ladder company placement. However, it now accepts a systematic performance evaluation demonstrating that the department can meet the time constraints outlined in NFPA 1710.

Appendix A, contained in the NFPA 1710 document, provides additional information and background as it pertains to service delivery objectives for the jurisdiction as follows:

> "There can be incidents or areas where the response criteria are affected by circumstances such as response personnel who are not on duty, unstaffed fire station facilities, natural barriers, traffic congestion, insufficient water supply, and density of population or property. The reduced level of service should be documented in the written organizational statement by the percentage of incidents and geographical areas for which the total response time criteria are achieved.
>
> Additional service delivery performance objectives should be established by the AHJ for occupancies other than those identified within the standard for benchmark single-family dwellings. Factors to be considered include specific response areas (i.e., suburban, rural, and wilderness) and occupancy hazards."

This passage acknowledges the authority having jurisdiction (AHJ), in this case, the City of Duncanville, is responsible for determining the level of service to be provided by the fire district. Considerations for the level of service include but are not limited to how the fire district responds, travel time, staffing, emergency calls versus non-emergency calls, roadways, financial resources, and those calls involving different occupancies. The levels of service provided to the district should be written and documented so the fire district residents know and understand the expectations of the emergency services system.

Previously, the Center for Public Safety Excellence defined benchmark and baseline response times for each component. These baseline performance objectives were derived from the benchmark response times to a lesser 70% of the benchmark. They have since determined they are not a standard-making organization. They have decided to leave the establishment of benchmark response time standards to others and allow departments seeking accreditation to adopt local baseline performance standards. Their body of work is significant and has been used by numerous communities nationwide to determine baseline services for a community.

The criteria for each service area are defined in the following table. CPSE also gives a community a range of acceptable performance standards, from "Baseline," which is a minimally accepted performance, to "Benchmark," which is fully compliant with best practices. CPSE had previously set the following performance standards for urban, suburban, and rural areas:

Service Area / Population Density Response Travel Time Standards

	1st Unit	2nd Unit	1st Alarm Balance	Performance
Urban: Population density of over 1,000 per square mile				
Benchmark	4 minutes	8 minutes	8 minutes	90%
Baseline	5 minutes/12 seconds	10 minutes 24 seconds	10 minutes/24 seconds	90%
Suburban: Population density between 500 and 1,000 per square mile				
Benchmark	5 minutes	8 minutes	10 minutes	90%
Baseline	6 minutes/30 seconds	10 minutes/24 seconds	13 minutes	90%
Rural: Population density of less than 500 per square mile				
Benchmark	10 minutes	14 minutes	14 minutes	90%
Baseline	13 minutes	18 minutes/12 seconds	18 minutes/12 seconds	90%

These CPSE guidelines offer the most appropriate and comprehensive performance objectives regarding travel time components for the distribution and concentration of resources.

As the authority having jurisdiction, the City of Duncanville should provide an organizational statement establishing the service levels the emergency services system will provide. The CPSE offers a template for developing such a statement. It should be stressed that a one-size-fits-all approach does not address the issues within the various areas or the types of response and calls for service. A city-adopted organizational statement can address those issues such as the travel time and response type to a call for service, such as an auto accident, medical call, or structure fire. In crafting the organizational statement, any sections from the NFPA standards, CPSE guidelines, or ISO documentation can be utilized to determine the levels of service and performance objectives of the Fire Department.

Recommendation

Formally adopt benchmark performance objectives for the Fire Department, outlining response time objectives for the response time components based on population density.

Call Processing

As noted, the Southwest Regional Emergency Communication Center (SWRCC) provides fire and emergency medical dispatch services to DFD. The SWECC is a regional center developed through partnering with Cedar Hill, Duncanville, and DeSoto. The city managers of the three cities oversee the center.

Throughout this analysis, several issues were identified with the data regarding time stamps for the responding apparatus. DFD should continue to work with SWECC to ensure the dispatch services are appropriate and work to improve the service provided by SWRCC.

It has been reported that the SWRCC implemented the Zuercher computer-aided dispatch (CAD) system in 2020. It has also been reported that the implementation of the Zuercher CAD system negatively impacted call processing times, impacting the total response time experienced by the caller reporting the emergency. Formally establishing a performance standard of 1 minute 90% of the time for processing emergency fire and EMS calls and continually monitoring and reporting on the performance of the Communications Center will improve the system performance by reducing the time needed to process emergency calls and notifying personnel that an emergency exists. To the caller, this improvement ensures that emergency personnel arrive more quickly as time is not delayed talking to the caller before sending emergency personnel to mitigate the situation.

Recommendations

Work with the Southwest Regional Communication Center to establish a benchmark performance objective for the call processing time for emergency fire and EMS calls.

Work with the Southwest Regional Communication Center to ensure the time stamps of the apparatus are accurate.

Ensure that the fire department personnel are communicating correctly with the communications center.

Turnout Time

Several factors, including the station layout, will influence the apparatus's turnout time. Other factors include stairs, detours to the restroom, policy for signaling enroute, opening the bay doors, policy for gathering response information, and the personal protective gear that must be donned. Additionally, there have been numerous national discussions about measuring turnout time related to benchmark times. These discussions have centered around the ability of the personnel to safely disengage from non-emergency tasks and move to an emergency response.

The Fire Department's performance over the past three years is within the NFPA 1710 guidelines. However, Duncanville does not have a benchmark performance objective for department turnout time. This objective should be established to inform staff about the Department’s expectations for their performance.

Recommendations

Establish a benchmark performance objective for turnout time for the Fire Department.

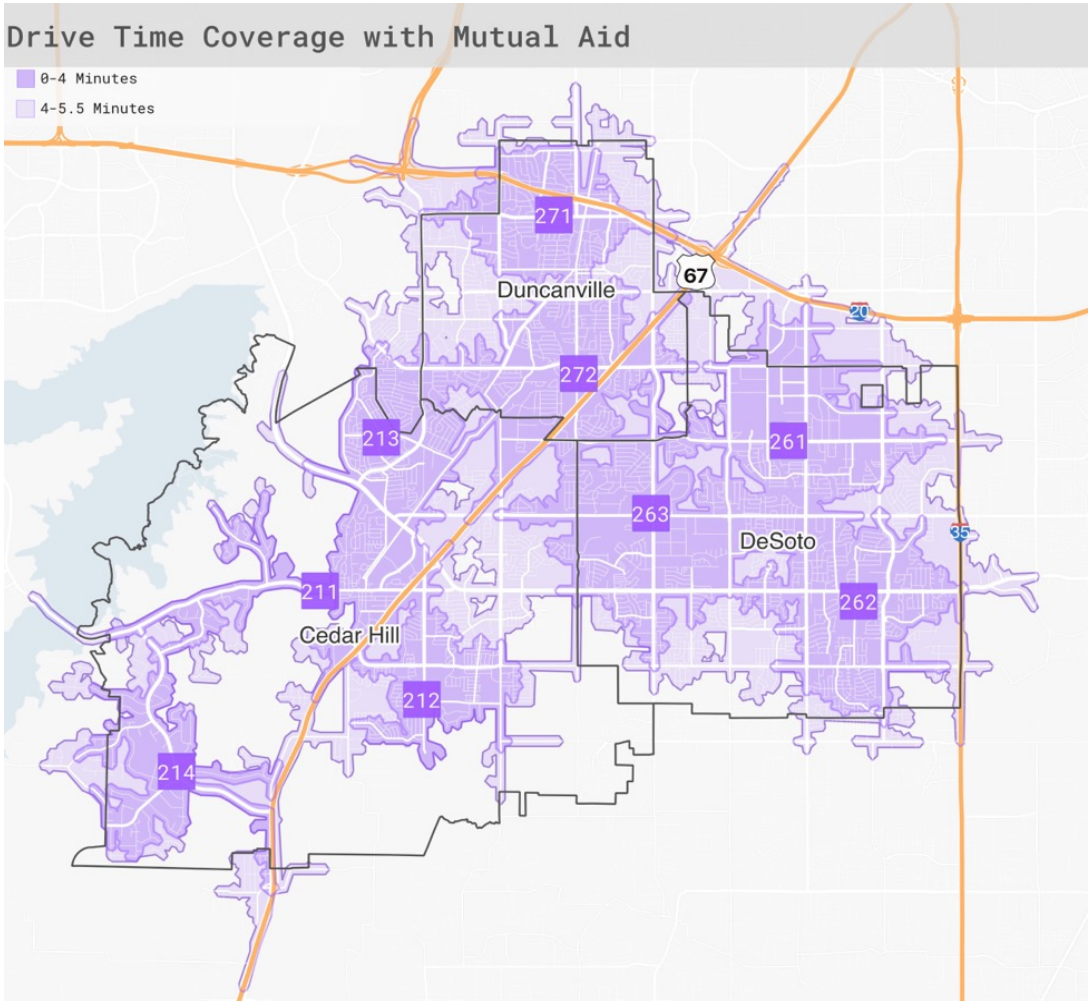
Consider posting turnout times monthly/quarterly in the stations to promote continued performance.

Distribution of Resources

Distribution is the measure of getting initial resources to an emergency to begin mitigation efforts. This is measured in various ways, including percentage of square miles, percentage of road miles, and travel time. The Insurance Services Office (ISO) has used road miles for many years, advocating one and a half miles for an engine company and two and a half miles for a ladder company. With the advent of GIS technology and improved computer-aided dispatch (CAD) systems, the use of actual travel time is another more accurate measure for the distribution of resources.

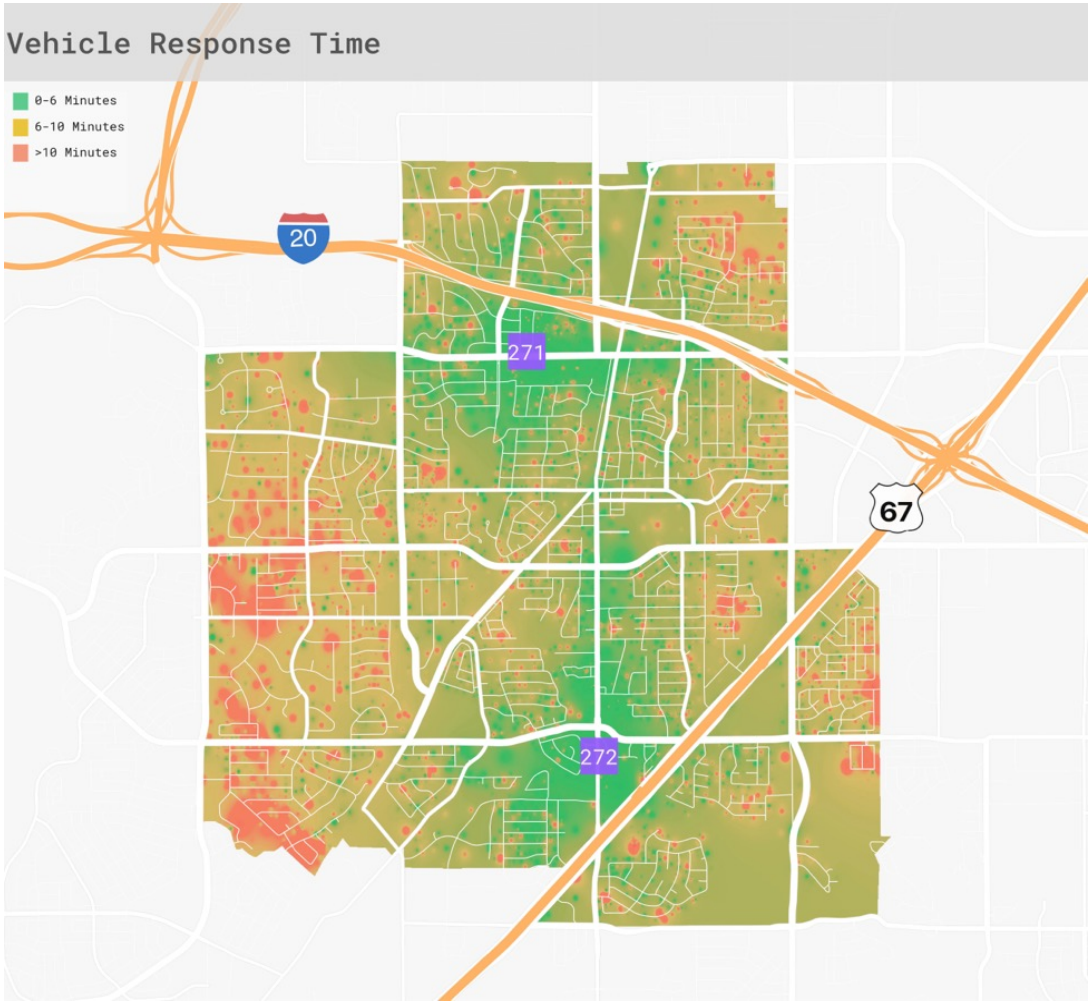
Duncanville is part of a regional partnership that includes Cedar Hill and DeSoto. This system works well, especially in developing an effective response force for fire-related calls for service. The following map demonstrates the travel time for the regional partners using a 4-minute and 5 ½ -minute travel time.

Figure 13: Travel Time with Regional Partners



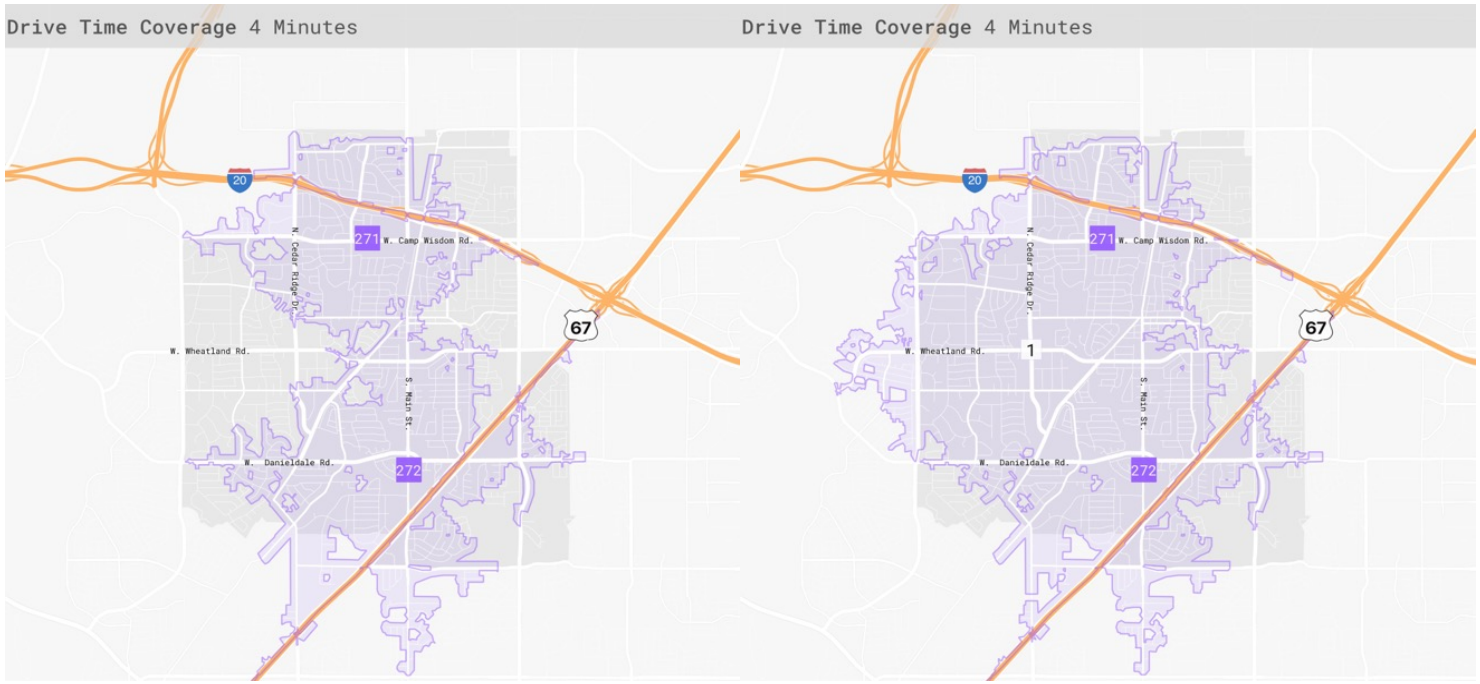
As noted previously, there is a gap in the city's western section along the Clark Road corridor. This area is also outside the 4-minute travel time polygon for regional partners. To further illustrate, the following map highlights the actual travel time for calls for service.

Figure 14: Response Time Heat Map



In the west-central section of the city, there is an increased number of calls for service that require longer travel times. Adding a fire station in the area of Clark Road and Big Stone Gap Road will provide additional resources to this western area, as illustrated on the following map and labeled at Station 1. The following maps illustrate the improved travel time, adding a station in the west section of the city.

Figure 15: Travel Time Comparison



The left map illustrates the current configuration with two stations. The map on the right demonstrates the drive time with the additional fire station. Clark Road offers a primary north-south thoroughfare with access to W. Wheatland Road and W. Danieldale Road for primary east-west thoroughfares.

Recommendation

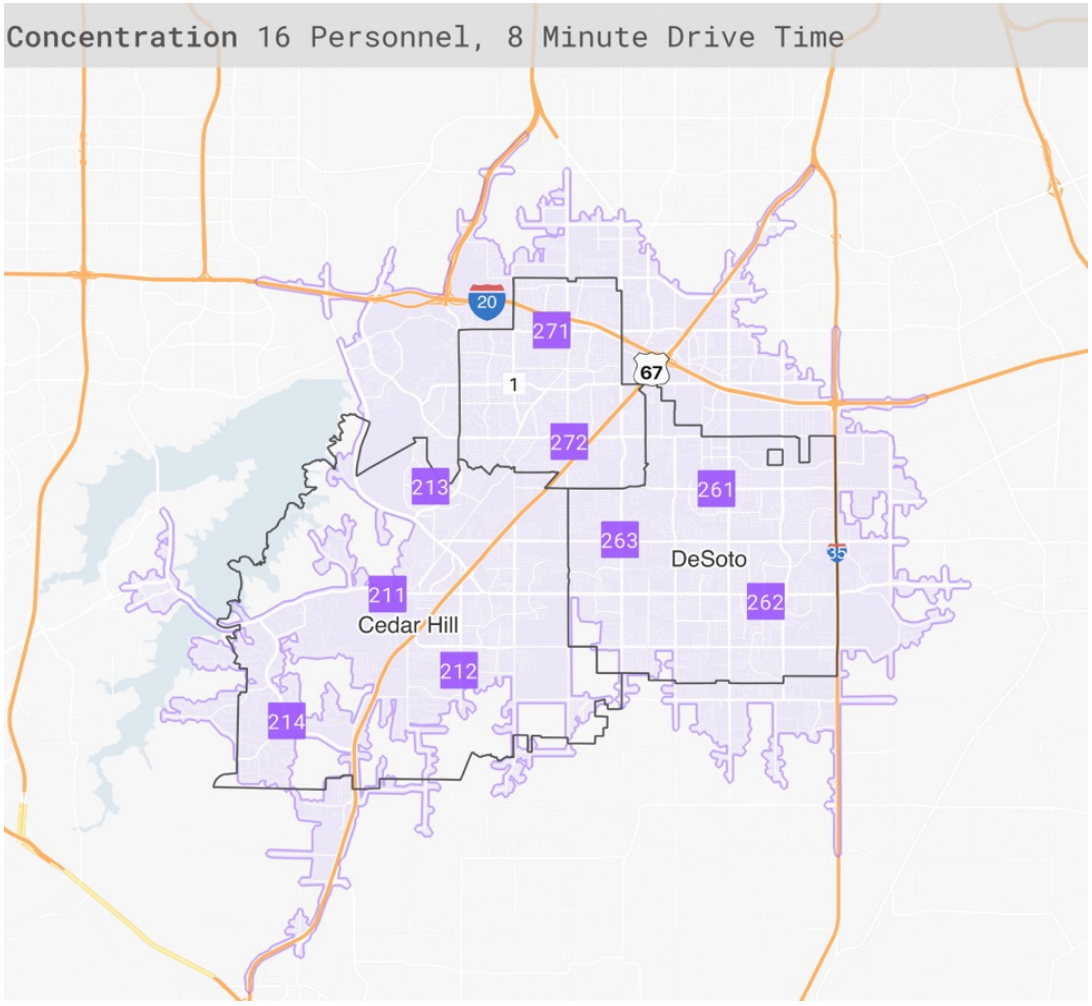
Add a fire station in the area of W. Wheatland Road and S. Cedar Ridge Road staffed initially with an engine company and a minimum of three personnel. This will require hiring 12 personnel to ensure the minimum staffing can be achieved (3 Captains, 3 Drivers/Engineers, and 6 Firefighters/EMT-Ps).

Concentration of Resources

The concentration of resources is generally described as the ability of the emergency services system to get the appropriate number of personnel and resources to the scene of an emergency within a prescribed time to mitigate the incident effectively. This component has two segments: the arrival of a second suppression apparatus and the arrival of an effective response force, both of which use travel time as the measurement.

Previously, it was noted that the CAD data provided contained identical time stamps for each unit. With these time stamps identical for all units; the arrival of an effective response force cannot be determined. The following map provides a geospatial view of the arrival of an effective response force with all regional partners.

Figure 16: Concentration of Regional Resources



As illustrated, an effective response force can arrive in most regional areas in the 8-minute travel time. This assumes all resources are available and in quarters. Also, note that this map includes the proposed station in Duncanville.

Recommendations

Work with the Southwest Regional Communication Center to ensure the time stamps for each apparatus are captured individually.

Emergency Medical Services

As noted, Duncanville's demographics indicate that the percentage of people over 60 has increased by about 3% over the past ten years. The emergency medical system will likely be used more with this demographic change. As seen in the data regarding unit hour utilization, the two medical units of the Duncanville Fire Department are above the recommended practice of 16 – 24%. The current range of 28 – 31% of utilization means the community will begin to experience delays in incident response. It is essential to start identifying how to provide relief to these units.[4]

The data regarding the two medical units of the DFD highlights the fact that these two units are frequently used. Further analysis indicates that the higher utilization rates are between 7 am and 5 pm. One option that other departments have utilized to improve peak time call demand service delivery is surge staffing[5]. Adding an additional medic unit could allow DFD to respond to additional calls for service during peak operating times.

Table 26: 2021 - 2023 Medical Calls for Service by Time of Day

Unit Number	# CFS	12a	4a	8a	12p	4p	8p
M271	7,838						
M272	8,114						

M271 and M272 are Duncanville's frontline medic units. As the number of medic calls increases, unit utilization and travel time are projected to increase since out-of-district responses will be required. Adding a surge medic unit during the time of day when calls increase is something to consider.

It is important to note that the project team recently completed studies for Cedar Hill and DeSoto, and the peak-time strain of the EMS system was also a factor impacting their service needs. Due to the tradition of a cooperative approach to providing regional services, there may be an opportunity to work with your regional partners on a solution for this. This may include hiring single-role peak-time paramedics working 12-hour shifts (6 total and OT to fill vacancies) or utilizing a rotation of overtime personnel to staff the peak-time ambulance.

[4]https://www.fireengineering.com/apparatus-equipment/how-busy-is-busy/#gref

[5] https://www.howardcountymd.gov/fire-and-rescue-services/ems-surge-level-operations

Recommendations

Add a peak-time medical transport unit during the daytime hours to improve the response time and service levels.

Consider establishing a peak-time medical transport system with automatic aid partners Cedar Hill and DeSoto.

Fire Station Assessment

As noted, the Duncanville Fire Department currently operates from two (2) fire stations located in the City. The project team toured both fire stations to ensure they provided a safe place for personnel to operate from and met the needs of the Fire Department in providing expected services to the community.

Fire Station 1 (271)

Fire Station 1 (271) was constructed in 2023 as a new facility and is in excellent condition. There were no issues identified with this facility as it had appropriate public parking, Americans with Disabilities (ADA) access and signage was easily visible. A new emergency operations center that doubles as a training room is also located in this facility. There were appropriate locker and restroom facilities to allow a diverse workforce to operate from this station. Staff parking was in a secure lot behind the station.

Fire Station 2 (272)

Fire Station 2 (272) was constructed in 1995 and recently had renovations completed due to flooding from a plumbing leak. This station also houses the administrative functions of the Fire Department. Staff also reported foundation issues with the station that has caused significant settling issues in the past. There are issues with this facility the City should address.

Parking, Signage and Access

The parking lot is in good condition and the station has appropriate signage to ensure visitors can access the facility. General access to the station is good, but there are issues related to American with Disabilities (ADA) access. Settling of the building and approach areas has caused issues with the ability to access the station using the ADA ramp from the parking area to the visitor door. It would be difficult for a person in a wheelchair to access the public areas of the fire station.

Heating, Air Conditioning and Ventilation

Staff reported issues with the reliability and function of the HVAC systems in the station. Water leaks from the HVAC system were noted on ceiling tiles in the station. Staff are currently using portable air conditioners to supplement the central air system in the station. There is no vehicle exhaust system present in the station which could cause exposure of employees to diesel exhaust. The installation and use of vehicle exhaust systems is a best practice and recommended and part of the National firefighter cancer reduction initiative. Installation of vehicle exhaust systems should be a priority of the City.

Administrative Offices

Office space in the fire station is provided for the Fire Chief, Fire Marshal, Assistant Chief, EMS Chief, and Emergency Management personnel. There are issues with the adequacy of office space and many work areas are also required to be passed through to access other areas in the administrative portion of the station. The City should retain the services of an architect to determine options to improve the functionality of the administrative and public areas of this fire station. During the tour it was noted that the EMS Chief was performing his work duties in the training room.

Sworn areas

Bunker gear is stored in a positive pressure area, which is a best practice. There is an appropriate fitness area available for shift personnel. The station has capacity to house 7-line personnel and 1 Battalion Chief each shift.

Renovation Suitability

As discussed previously, this facility is appropriately located and delivery of emergency services from this location should continue. There is adequate space to both expand the station and /or construct a new station on this site in the future, without disrupting current operations, if replacement or significant renovations of the station are recommended.

Recommendation

Retain the services of an architect to conduct a full evaluation of Fire Station 2 (272) to determine the feasibility of completing required renovations or the need for the construction of a new facility to replace this station.

Essential Services

The primary purpose of the Duncanville Fire Department is to respond to and mitigate fire and medical emergencies within the city. Various other functions and responsibilities, such as fire prevention and training, are assigned to the fire department to support the response capabilities. Historically, the fire service has been tasked only with fire suppression; however, in the past few decades, changes have entailed a fire protection system to provide risk reduction services to the community.

Fire Prevention

Fire prevention and loss control is the first defense against unwanted fires. The goal of any fire prevention program is to prevent the fire from occurring, prevent the loss of life, reduce the severity of a fire if one does occur, and if a fire does occur to enable the fire suppression forces to perform their tasks more effectively. These goals are accomplished through inspections, public education activities, and planning before a building is built.

The Duncanville fire code is governed by the International Fire Code 2015 edition, as adopted in the City of Duncanville's Code of Ordinances. Staffing for the Fire Prevention Division currently consists of two (2) full-time personnel, including a Fire Marshal and a Deputy Fire Marshal.

Inspections

The workload for fire prevention includes occupancy inspections and plan review activities. Occupancies in the city are grouped by hazard type to determine the frequency of inspections. The following table illustrates the occupancy groups and the respective frequency of inspections.

Table 27: Frequency of Inspections

Group Type	Total in Type	Frequency	Number of Annual Inspections
I	365	Annual	365
II	441	Biennial	221
III	329	Triennial	110
Total	1,135		695

Group I occupancies are high life hazard type occupancies or critical infrastructure. Group II occupancies are those occupancies that pose a more significant hazard such as large buildings, manufacturing, or high hazard storage. Group III occupancies are mercantile and office-type facilities. Based on the inspection frequency of the groups, there are 695

occupancy inspections to be completed each year. The following table highlights the target hazards in the city that are included in the previous table.

Table 28: Target Hazards

Target Hazards	Number of Occupancies
Place of Assembly – Capacity of 100 or more	16
Educational - Public/Private, Colleges/Universities	20
Day Care Centers	12
Assisted Living, Nursing Homes, Hospitals, Extended Care Facilities	4
Hazardous Materials Storage Facilities	12
High-Rise Facilities – more than 5 floors	2
Low Rise Facilities – three to four floors	3
Large Area Buildings – greater than 100,000 square feet	4
Unprotected Large Buildings more than 50,000 square feet	1
High Flow Buildings – more than 3,000 gpm fire flow	5

In 2022, 280 inspections were completed, 419 were completed in 2023, and 194 plan reviews were conducted in 2023. Data is limited due to computer system issues that caused data loss for 2021 and 2022.

Investigations

In 2023, Fire Prevention investigated fourteen (14) cases, closed thirteen (13) cases, have one case that remains open. one (1) of which are still open.

Public Education

The Duncanville Fire Department provides the community with fire prevention and community risk reduction programs. Public Education allows the DFD to provide educational outreach programs such as fire station tours, CPR Courses, school visits, and smoke detector battery replacement programs.

Fire Prevention Staffing

Based on the activity of the fire safety inspection programs, about 700 annual inspections and approximately 200 plan reviews will be conducted. The following table illustrates the staffing necessary to complete the workload based on the activity.

Table 29: Fire Inspection Staffing

Inspection/Permit Type	Activity	Target per Staff	Current Staff	Staff Needed
Plan Review	200	1,300	1.0	0.2
New Construction Inspections	200	750		0.3
Annual Inspection	695	750	1.0	0.9
Follow Up Inspection	174	1,500		0.1
Inspection Activity Total	**869**	**600**	**2.0**	**1.5**

As noted, this is based on the activity data primarily for 2023, as data from previous years was lost due to the system crash.

Fire investigations vary in terms of the time necessary to complete them. For example, a vehicle fire may only require 20 to 25 hours to complete, whereas an incendiary fire may require as much as 80 hours. In 2023, there were 14 fire investigations, using an average of 20 hours per case, translating to about 35 workdays.

Recommendations

Monitor the workload of the inspection program for increases in occupancies and inspection frequency to ensure appropriate staff is available to meet the inspection performance objectives

Training and Education

The DFD has specific training and education requirements for each position within operations. The following table illustrates the initial required hours and the continuing education requirements for each position regarding training.

Table 30: Duncanville Training Hours Per Position

Position	Initial Training Hours	Continuing Education Hours
Firefighter	1,997	70
Firefighter Engineer	2,475	70
Captain	2,589	70
Battalion Chief	2,781	70
Fire Marshal/Deputy Fire Marshal	3,261	90
Fire Chief/Assistant Chief	2,869	70

The continuing education hours include 30 hours for paramedic continuing education and 40 hours for the Texas Commission on Fire Protection (TCFP) requirements for firefighter certifications.

Appendix A: Stakeholder Contributions

The City of Duncanville (TX) retained Matrix Consulting Group (MCG) to complete a Staffing Study of the Duncanville Fire Department (DFD). The scope of work included a survey to gauge the attitudes of the department's employees on various topics about the Department and serving the community. An employee survey is important in any staffing and operations study today.

MCG project staff arrived at these specific questions and themes after consulting with members of DFD administration and staff during the project's early stages.

The initial round of invitations was distributed on September 30, 2024, and the survey was closed to responses on October 18, 2024. Of the 50 invitations sent to DFD employees, the project team received 43 responses (either partial or complete), resulting in a **response rate of 86%.** This response rate is exceptional in the experience of project staff.

Key Highlights

While many of these topics are expanded upon in the following sections, there are several key takeaways to note:

- DFD respondents expressed high levels of satisfaction regarding all aspects of several key topics, including:
  - Service levels to the City of Duncanville,
  - The relationships that DFD has with the residents of Duncanville and the impact that DFD has on the quality of life for these residents,
  - Training practices within the department, and
  - The current organizational structure of the department and its feasibility for operations.
- Respondents express high levels of dissatisfaction relating to staffing levels within the department, notably across all areas of service of DFD including emergency services, fire prevention, and public education.
- Respondents expressed concerns with the current state of equipment and apparatus within the department, as well as concerns relating to the location and status of fire stations in Duncanville. These responses vary across current station assignment, a finding that is explored more below.

General findings for all demographic, general topic, and open-ended responses are provided in the sections below.

Respondent Demographics and Background Information

Half of the survey respondents (60%) indicated that they are currently a firefighter or paramedic within the organization. Seven respondents (16%) hold the rank of Captain while another 12% of respondents indicated being currently ranked Battalion Chief and above. Driver/Paramedics accounted for 9% of respondents while the remaining 2% (n=1) of the respondents who responded to this question are civilian employees within the organization. The total respondents (n=43) is also indicated in the table below.

Current Rank	%	#
Battalion Chief and above	12%	5
Captain	16%	7
Driver/Paramedic	9%	4
Firefighter/Paramedic	60%	26
Civilian employee	2%	1
Total Respondents	*100%*	*43*

Slightly more respondents (n=20, 48%) are currently assigned to Station 2 in Duncanville, while two fewer (n=18, 43%) respondents are currently assigned to Station 1. Another 4 respondents (10%) indicated that they are not assigned to an individual station.

Current Station Assignment	%	#
Station 1	43%	18
Station 2	48%	20
I am not assigned to an individual station.	10%	4

Of the respondents assigned to a specific shift, an equal amount of (n=13, 31%) are assigned to the B and C Shift, respectively. Just one fewer respondent (n=12, 29%) is assigned to A Shift. Four respondents (10%) indicated not being assigned to a specific shift.

Current Shift Assignment	%	#
A Shift	29%	12
B Shift	31%	13
C Shift	31%	13
I am not assigned to an individual shift.	10%	4

The Duncanville Fire Department has employed most respondents (34%) for between 5 and 10 years, while DFD has employed another 30% (n=13) for less than 5 years. Another

25% (n=11) have been employed at DFD for 16 years or more and the remaining four respondents (9%) have been with DFD between 11 and 15 years. One respondent declined to answer this question.

Employee Tenure	%	#
Less than 5 years	30%	13
Between 5 and 10 years	34%	15
Between 11 and 15 years	9%	4
16 years or more	25%	11
Prefer Not to Answer	2%	1

A large majority of respondents were male, with no female respondents. A single respondent declined to respond to this question.

Employee Gender ID	%	#
Male	98%	43
Female	0%	0
Other	0%	0
Prefer Not to Answer	3%	1

Four respondents from DFD have acquired a High School Diploma, followed by 41% of respondents who have attended some college. Another 23% of respondents have received a 2-year college degree while an additional 23% of respondents indicated that they have received a 4-year college education. Two respondents (5%) from DFD have attended graduate school.

Employee Level of Education	%	#
High School Diploma	9%	4
Some College	41%	18
2-year Degree	23%	10
4-year Degree	23%	10
Graduate School	5%	2
Prefer Not to Answer	0%	0

A majority of respondents (77%) indicated being of White descent, followed by 5% Hispanic/Latino respondents and Black or African American respondents. One respondent indicated that they are Native American, or of an “Other” race, and 4 respondents (9%) declined to respond to this question.

Employee Race/Ethnicity	%	#
White	77%	34
Black or African American	5%	2
Native American	2%	1
Asian or Asian American	0%	0
Hispanic or Latino	5%	2
Native Hawaiian or other Pacific Islander	0%	0
Other Race	2%	1
Prefer Not to Answer	9%	4

Multiple Choice Questions

The following sections report responses to questions relating to separate matrices of responses targeting a variety of topic areas throughout the organization. These topic areas cover service levels, organization and staffing, training, dispatch, and fire apparatus, equipment, and stations. All respondents, regardless of demographic variable collected above were presented all these matrices.

Questions regarding these topics were asked in statement form, asking respondents to indicate their level of agree (i.e., Strongly Disagree (SD), Disagree (D), Agree (A), or Strongly Agree (SA)). Results are presented with a shading of blue in correlation with the level of agreement (or disagreement) with the statements listed.

Service Levels Matrix

The questions below aim to gauge employee attitudes relating to service levels to the community, community perceptions, and perceptions of support from the city government. Findings are presented in the table below:

#	Statement	SD	D	A	SA	NO
1	Our Department provides a high level of service for the community.	0%	0%	10%	90%	0%
2	Residents view our Department as a high priority.	0%	3%	55%	38%	3%
3	Our Department has positive relationships with our residents.	0%	0%	31%	69%	0%
4	Our approach to providing services improves the quality of life in the City of Duncanville.	0%	3%	14%	79%	3%
5	The Fire Department is one of the top priorities of the City Government.	14%	41%	21%	21%	3%
6	The citizens expect a high level of service to be provided by the Fire Department.	3%	0%	7%	90%	0%
7	The City of Duncanville does a good job of recognizing and anticipating the challenges we face.	41%	45%	7%	3%	3%
8	We have the resources we need to complete our jobs effectively.	38%	55%	3%	0%	3%
9	We receive appropriate automatic and mutual aid assistance from neighboring agencies when needed.	10%	31%	52%	7%	0%
10	The emergency communications center effectively serves the Fire Department.	0%	21%	62%	14%	3%

As shown above, respondents expressed high levels of agreement, and resulting high levels of satisfaction with a majority of topics addressed in this matrix of questions. This indicates that respondents feel that DFD provides a high level of service to the community and that they have a positive relationship with the members of the Duncanville community considering that the citizens of Duncanville expect a high level of service from the department.

Respondents also feel that the approach that DFD deploys to providing services improves the quality of life within the city, and that DFD receives appropriate automatic and mutual aid assistance from neighboring agencies when needed. Notably, respondents feel that the emergency communications center effectively serves the fire department.

While there are topic areas within this matrix above that have a strong sense of satisfaction based upon their level of agreement, there are several topic areas that DFD administration can seek to improve upon. These topics are expanded upon in the section below.

Services Levels Opportunities for Improvement

Below is an expansion of these questions from the matrix above. The expansion is constructed across relevant employee demographic and background information collected at the onset of the employee survey. Only relevant findings are portrayed.

#5: "The Fire Department is one of the top priorities of the city government."

Just over half of respondents (55%) disagreed or strongly disagreed to the statement above relating to the prioritization of DFD within city government. This finding varies across current station assignment, as shown below:

Station Assignment	SD	D	A	SA	NO
Station 1	0%	25%	38%	38%	0%
Station 2	13%	53%	13%	20%	0%

Respondents assigned to Station 2 express significantly higher levels of disagreement with this statement compared to their counterparts assigned to Station 1.

#7: "The City of Duncanville does a good job of recognizing and anticipating the challenges we face."

A large majority of respondents (86%) disagreed or strongly disagreed with the statement above relating to the fact that the city does a good job recognizing and anticipating the challenges faced by DFD. This finding is consistent across all relevant demographic categories.

#8: "We have the resources we need to complete our jobs effectively."

As before, a large majority of respondents (93%) disagreed or strongly disagreed with the statement above relating to the fact that DFD has the resources needed to complete jobs effectively. As to be expected with this overall rate of disagreement, this finding is consistent across all relevant demographic categories.

Organization and Staffing Matrix

The questions below are aimed to gauge employee attitudes relating to the organization, spans of control, staffing at emergency scenes, and more. Findings are presented in the table below:

#	Statement	SD	D	A	SA	NO
1	The current organizational structure is appropriate for our department.	3%	24%	62%	7%	3%
2	The supervision at emergency scenes is sufficient.	0%	0%	31%	66%	3%
3	Spans of control in the Fire Department are appropriate.	0%	0%	48%	48%	3%
4	Our department is adequately staffed to meet demands for emergency services.	55%	38%	3%	0%	3%
5	Our department is adequately staffed to meet the demands for fire prevention/risk reduction services.	41%	31%	10%	3%	14%
6	Our department is adequately staffed to meet the public education needs of the community.	34%	34%	14%	3%	14%
7	Current apparatus staffing allows us to effectively perform our duties on emergency scenes.	34%	48%	17%	0%	0%
8	Our personnel work well with each other on calls for service to which they respond to.	0%	0%	10%	90%	0%
9	The current shift staffing model works well.	3%	24%	34%	38%	0%
10	My work schedule allows for a good work/life balance.	0%	10%	17%	72%	0%
11	The amount of overtime I am required to work is reasonable.	0%	10%	48%	31%	10%
12	The department does a good job at retaining its employees.	21%	38%	38%	0%	3%

As shown in the matrix above, responding employees express high levels of agreement and satisfaction with a majority of topic areas, including:

- The current organizational structure of the department,
- Supervision at emergency scenes,
- Spans of control within the department,
- Teamwork within operational teams during calls for service,
- The current work schedule's feasibility and its ability to provide employees with a good work/life balance, and
- The reasonable amount of overtime expected by the Department.

While there are topic areas within this matrix above that have a strong sense of satisfaction based upon their level of agreement, there are several topic areas that DFD administration can seek to improve upon. These topics are expanded upon in the section below.

Organization and Staffing Opportunities for Improvement

Expansion of these questions from the matrix above is provided below. Expansion is constructed across relevant employee demographic and background information collected at the onset of the employee survey. Only relevant findings are portrayed.

#4: "Our department is adequately staffed to meet demands for service."

A large majority of respondents (93%) disagreed or strongly disagreed with the statement above regarding the adequacy of staffing at DFD to meet demands for service. This finding is consistent across all relevant demographic categories.

#5: "Our department is adequately staffed to meet the demands for fire prevention/risk reduction services."

Most respondents (72%) overall disagreed or strongly disagreed to the statement above regarding the adequacy of staffing to meet the demands for fire prevention/risk reduction services. This finding varies slightly across current shift assignment, as shown below:

Shift Assignment	SD	D	A	SA	NO
A Shift	45%	45%	0%	9%	0%
B Shift	20%	40%	40%	0%	0%
C Shift	29%	29%	0%	0%	43%

Respondents assigned to A Shift express high levels of disagreement compared to their counterparts on B and C Shift, respectively. However, respondents from all shifts are still more likely to disagree than agree to this statement.

#6: "Our department is adequately staffed to meet the public education needs of the community."

Most respondents (69%) disagreed or strongly disagreed with the statement above relating to the adequacy of staffing and its ability to allow DFD to meet the public education needs of the community. Findings are similar to the topic covered in the section above, as those assigned to A Shift express significantly higher levels of disagreement that those assigned to B and C Shift, respectively.

Shift Assignment	SD	D	A	SA	NO
A Shift	36%	55%	0%	9%	0%
B Shift	20%	40%	40%	0%	0%
C Shift	14%	29%	14%	0%	43%

#7: "Current apparatus staffing allows us to effectively perform our duties on emergency scenes."

A large majority of respondents (83%) disagreed or strongly disagreed to the statement above relating to the ability for current apparatus staffing facilitating the ability to effectively perform duties on emergency scenes. As to be expected with this high rate of overall disagreement, this finding is consistent across all demographic categories.

#12: "The department does a good job of retaining its employees."

Most respondents (59%) disagreed or strongly disagreed to the statement above relating to whether the department does a good job in retaining its employees. Crosstabulations show that this finding varies across the current rank of responding employees, as shown below:

Current Rank	SD	D	A	SA	NO
Battalion Chief and above	0%	40%	60%	0%	0%
Captain	33%	33%	33%	0%	0%
Driver/Paramedic	0%	50%	0%	0%	50%
Firefighter/Paramedic	29%	43%	29%	0%	0%
Civilian employee	0%	0%	100%	0%	0%

While civilians and those ranked as Battalion Chief and above express high levels of agreement with this statement, Captains and field personnel (Driver/Paramedics and Firefighter/Paramedics) are more likely to disagree with this statement.

Training Matrix

The questions below are aimed to gauge employee attitudes relating to the training revolutions provided to employees at DFD. This series of questions specifically targets the current training's ability to keep operational personnel's skills high, the value that the department places on training and health and wellness programs, as well as the training facilities.

#	Statement	SD	D	A	SA	NO
1	We receive the practical training we need to keep our skills high.	3%	7%	62%	28%	0%
2	Our department places a high value on ensuring proper training for field personnel.	3%	7%	59%	31%	0%
3	Training facilities are adequate for practical training evaluations and activities.	17%	28%	38%	17%	0%
4	Our department places a high value on Health and Wellness programs.	0%	7%	55%	31%	7%

This matrix of questions exhibits an overall high level of agreement, and therefore satisfaction, with the current state of training at DFD. These findings should be considered a strength of the organization and something to build upon in the future by DFD administration.

Fire Apparatus, Equipment, and Station(s) Matrix

The final matrix of questions presented to DFD employees targeted topics relating to the current fire apparatus, equipment, and stations. A variety of topics are evaluated, and results are provided in the table below:

#	Statement	SD	D	A	SA	NO
1	We have the appropriate apparatus to provide a high level of service.	28%	45%	28%	0%	0%
2	Our apparatus has the appropriate equipment to provide effective services.	7%	7%	69%	17%	0%
3	Our fire apparatus is well maintained.	24%	62%	7%	7%	0%
4	Our fire equipment is well maintained.	3%	21%	59%	17%	0%
5	We are provided adequate technology resources to effectively perform our job duties.	14%	24%	52%	3%	7%
6	Our fire stations are properly located to provide rapid initial response.	17%	41%	34%	3%	3%
7	Our fire stations provide a safe workplace.	0%	7%	68%	25%	0%
8	Our fire stations are well maintained.	10%	55%	28%	3%	3%
9	Our fire stations meet the needs of the department.	28%	55%	17%	0%	0%

Overall, DFD respondents expressed high levels of satisfaction with most topics within this matrix of questions. This finding shows that DFD employees have favorable outlooks regarding several key topics, including:

- Fire apparatus has the appropriate equipment to provide effective services,
- The fire equipment is well maintained,
- DFD is provided adequate technology resources to effectively perform job duties, and
- DFD fire stations provide a safe workplace.

While there are topic areas within this matrix above that have a strong sense of satisfaction based upon their level of agreement, there are several topic areas that DFD

administration can seek to improve upon. These topics are expanded upon in the section below.

Apparatus, Equipment, and Fire Station(s) Opportunities for Improvement

Expansion of these questions from the matrix above is provided below. Expansion is constructed across relevant employee demographic and background information collected at the onset of the employee survey. Only relevant findings are portrayed.

#1: "We have the appropriate apparatus to provide a high level of service."

A large majority of respondents (72%) disagreed or strongly disagreed with the statement above relating to DFD possessing the appropriate apparatus to provide a high level of service. While this finding is consistent across all demographic categories, there is a significant finding within responses across current rank, as shown below:

Current Rank	SD	D	A	SA	NO
Battalion Chief and above	0%	80%	20%	0%	0%
Captain	17%	50%	33%	0%	0%
Driver/Paramedic	0%	50%	50%	0%	0%
Firefighter/Paramedic	50%	29%	21%	0%	0%
Civilian employee	0%	100%	0%	0%	0%

Respondents who indicated that they are currently a firefighter/paramedic expressed significantly higher levels of Strong Disagreement compared to the responses of all other ranks within the organization.

#3: "Our fire apparatus is well maintained."

A large majority of respondents (86%) disagreed or strongly disagreed to the statement above relating to the maintenance of DFD fire apparatus. This finding is consistent across all demographic categories, as to be expected with such a high rate of overall disagreement.

#6: "Our fire stations are properly located to provide rapid initial response."

Just over half (59%) of respondents disagreed or strongly disagreed with this statement relating to fire station location. This finding varies across current station assignment, as shown below:

Station Assignment	SD	D	A	SA	NO
Station 1	0%	50%	38%	0%	13%
Station 2	20%	53%	27%	0%	0%

Respondents currently assigned to Station 2 express higher levels of overall disagreement (and notably levels of strong disagreement) with this statement compared to Station 1. However, half of respondents from Station 1 still disagree that stations are properly located to provide rapid initial response in Duncanville.

#8: "Our fire stations are well maintained."

Most respondents (66%) disagree or strongly disagree with the statement above regarding the maintenance of DFD fire stations. This finding varies across current station assignment, as shown below:

Station Assignment	SD	D	A	SA	NO
Station 1	13%	75%	13%	0%	0%
Station 2	0%	47%	47%	7%	0%

Respondents currently assigned to Station 1 disagree with this statement at a significantly higher rate compared to their counterparts assigned to Station 2.

#9: "Our fire stations meet the needs of the department."

A majority of respondents (83%) disagreed or strongly disagreed with the statement above relating to DFD fire station's ability to meet the needs of the department. This finding is consistent across all relevant demographic categories, as to be expected with such a high rate of overall disagreement.

Open Ended Responses

The concluding sections of the survey asked respondents to answer in open-ended form, indicating what they thought were 1) the top three strengths of DFD, and 2) the top three opportunities for improvement at DFD. Keyword phrase analysis was used by MCG project staff to analyze these open-ended responses. The most frequent topics of responses are displayed in the following tables.

Top Strengths of the Duncanville Fire Department

The top response from employees relating to the strengths of DFD directly related to the personnel within the department. A majority of respondents feel that the dedication and professionalism of personnel throughout the organization is one of the key reasons that it is successful.

Other top responses indicated that respondents feel that the training at DFD is a strength of the department, as well as the strengths that lie within the training practices of DFD, underscoring findings presented in previous sections.

Rank	Response Code
1	Personnel
2	Culture
3	Training

Top Areas for Improvement within the Duncanville Fire Department

Staffing (or the lack thereof) was the top response for the area(s) for improvement within the department. This response code includes specific responses targeted toward minimum staffing as well as responses specifically targeting an increase in call load over recent years. Another top response of note was a portion of responses specifically stating the need for a 3rd fire station.

Rank	Response Code
1	Staffing
2	3rd Station

Appendix B: Emergency Services System Dynamics

Nationally, the National Fire Protection Association (NFPA), Commission for Public Safety Excellence (CPSE), American Heart Association (AHA), United States Fire Administration (USFA), Underwriters Laboratories (UL), Factory Mutual (FM), National Institutes of Standards and Technology (NIST), and Insurance Services Office (ISO) have put considerable effort into data collection, analysis, and the eventual development of performance objectives for the delivery of fire and emergency medical services. This effort is critical for local governments to decide on the deployment and location of emergency resources. The objectives promoted for Fire/Rescue and EMS providers have their basis derived from research that has been conducted on these two critical issues:

- What is the impact of the passage of time on survivability for victims of cardiac arrest?
- What is the crucial point in a fire's "life" for gaining control of the blaze while minimizing the impact on the structure of origin and those around it?

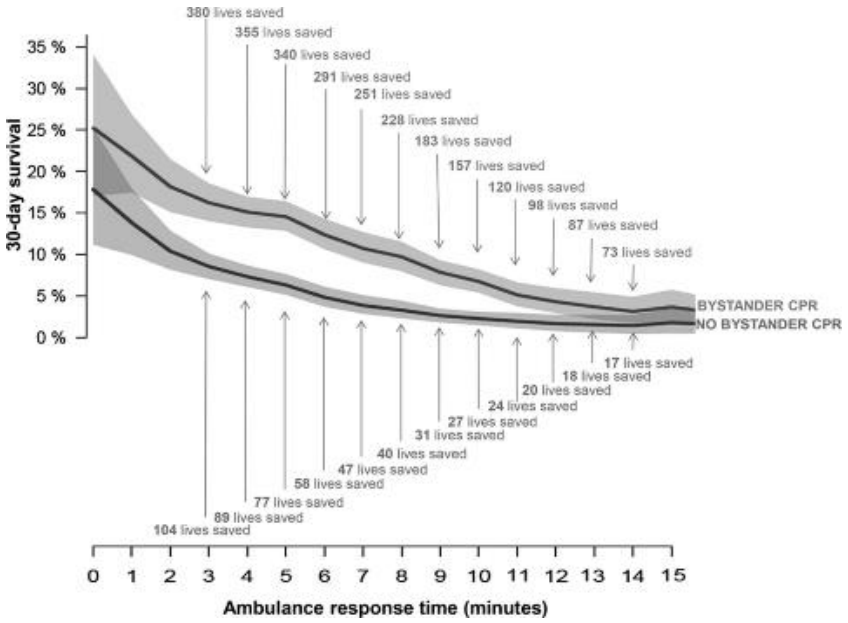
The following sections describe the decision points for these factors.

Emergency Medical Services

The delivery of emergency medical services is a function of the emergency services system that must be considered. Emergency medical calls are rising in the city, and the types of calls are wide-ranging. However, as a part of a community's healthcare system, one of the primary factors in the design of the emergency medical response is the ability to deliver basic CPR and defibrillation to victims of cardiac arrest. A recent study involving 7,623 out-of-hospital cardiac arrest patients examined survival rates based on bystander CPR and ambulance response times.[6] The study reinforces community-based CPR training and the response time for emergency services. The following chart illustrates the abrupt reduction in survival rates for each delayed minute.

[6]https://www.ahajournals.org/doi/full/10.1161/circulationaha.116.024400#:~:text=The%20contrast%20in%2030%2Dday,higher%20associated%20with%20bystander%20CPR.

Figure 17: Cardiac Arrest Survival Rates



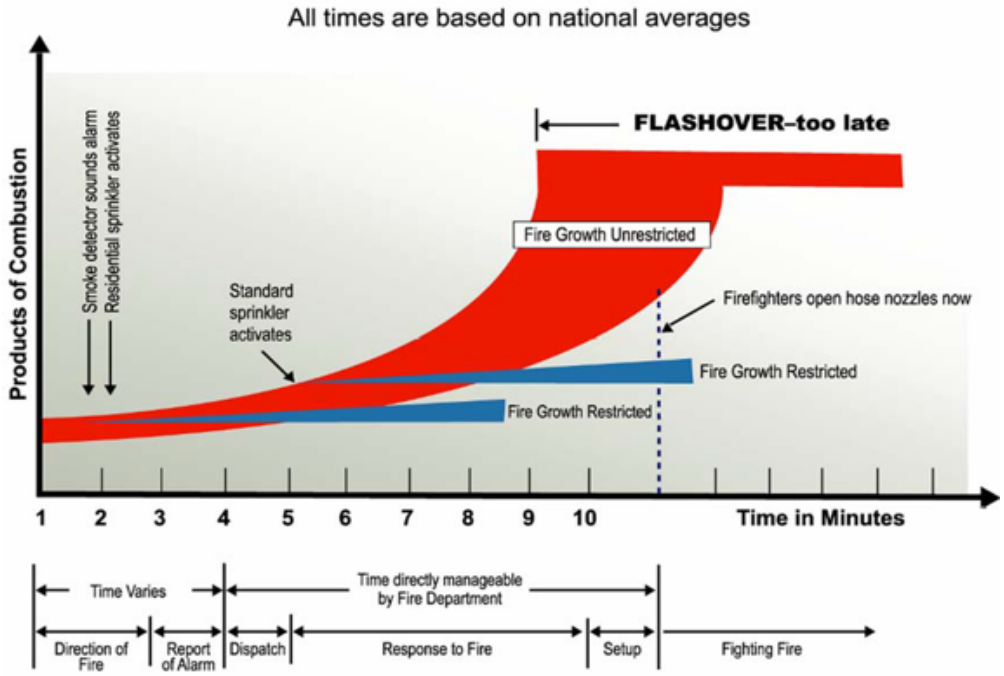
The importance of rapid response times in emergency medical services (EMS), particularly in cases of sudden cardiac arrest, includes the following key points:

- Survival rates for cardiac arrest decrease by approximately 10% for each minute that passes before CPR and/or defibrillation is initiated.
- The recommended response times are within 4 minutes for basic life support (BLS) and 8 minutes for advanced life support (ALS).
- EMS aims to provide BLS within 6 minutes and ALS within 10 minutes of an incident, including detection, dispatch, and travel time, forming the basis for a two-tier system where fire resources act as first responders, with additional ALS assistance provided by ambulance units.
- Recent research shows the significant impact of rapidly deploying automatic defibrillators (AEDs) to cardiac arrests, especially when combined with early CPR.
- However, these studies focus on a small fraction of EMS responses, as non-cardiac events make up most calls. The research does not address the need for rapid intervention in these cases.

Fire Suppression

The following chart shows a typical "flashover" curve for interior structure fires based on NFPA, ISO, and NIST data. The point in time represented by the occurrence of "flashover" is critical because it defines when a room's contents become involved in the fire. It is also the point at which a fire typically shifts from "room and contents" to a "structure" fire – involving a wider building area and posing a potential risk to the structures surrounding the fire's original location.

Figure 18: Flashover Time



Note that this illustration depicts a fire from the inception, not when a fire is detected or reported. It demonstrates the importance of early detection, fast reporting, and rapid dispatch of responding units. It also shows the critical need for a rapid (and sufficiently staffed) initial response – by quickly initiating the attack on a fire, "flashover" can be averted. Key points include:

- Flashover is a critical stage in a fire where it becomes fully developed, and every combustible object is subject to the full impact of the fire.

- After flashover, effective search and rescue end, and only larger diameter fire hoses can control the blaze. The fire also transitions from a “contents” fire to a “structure” fire, increasing the risk of structural collapse.
- Not every fire reaches flashover, and it can be prevented or delayed by a quickly responding fire crew using techniques such as using a master stream device, ventilating the room, or not ventilating under certain circumstances.
- Access to interior fires can be limited by safety requirements related to staffing levels. For example, OSHA standards require at least two firefighters on the exterior of a building before entry can be made to a fire-contaminated structure unless there is an immediate threat to life.
- The Insurance Services Office (ISO), the National Fire Protection Association (NFPA), and the Center for Public Safety Excellence (CPSE) provide information and guidelines for determining appropriate response objectives for communities. However, these guidelines must be adapted to the unique characteristics of each community.

Response Time Criteria

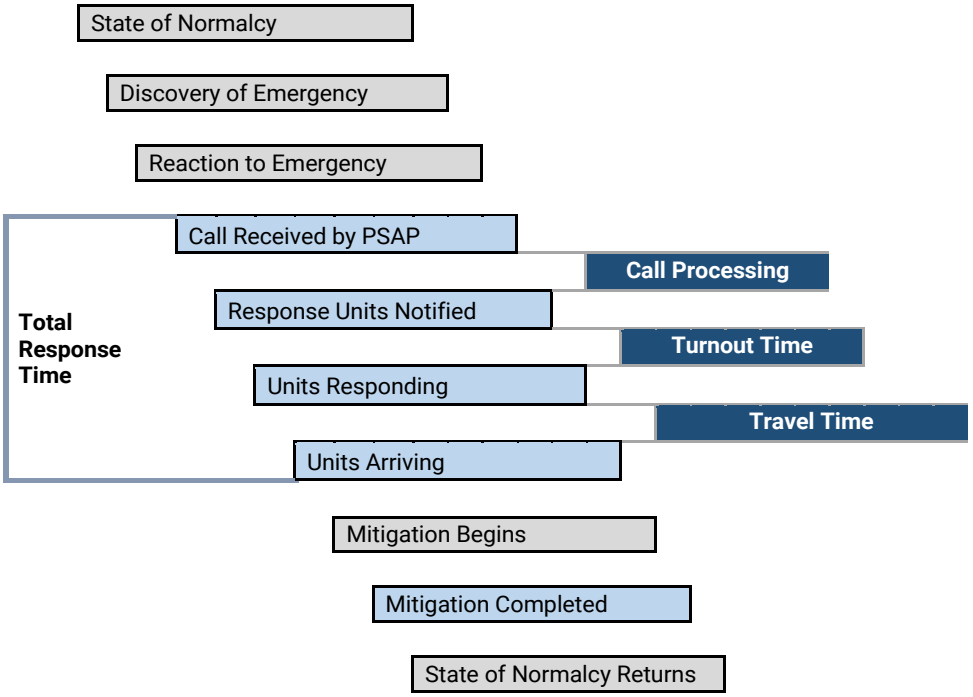
The expression of response time has evolved from being an average time, representing 50% performance, to a more accurate fractal time. Fractal time measures how often a department can perform within each response time component. The National Fire Protection Association (NFPA) and the Center for Public Safety Excellence (CPSE) use the 90th percentile as the standard for benchmark (industry best practice) and baseline (actual performance) measurements. Response time to emergencies is broken down into measurable and non-measurable segments, starting from when normalcy changes to a recognized emergency. The process involves a cascade of events, some of which are hard (quantitative) data, while others are soft (subjective) data.

Response time is broken down into measurable segments: call processing, turnout, and travel time. Each of these components represents a different point in the response time continuum and can help identify areas for improvement.

- Call Processing begins when the call taker answers the call and ends with dispatching appropriate emergency services.
- Turnout Time begins when the emergency service receives the call and is on the apparatus responding.
- Travel Time begins when the apparatus and personnel begin the response and ends once at the emergency location.

The following chart outlines the cascade of events that occur once an emergency starts or is recognized. Those highlighted points represent hard, quantitative data versus soft data, which is subjective and unknown.

Figure 19: Response Time Continuum



Three models provide guidance to measure the performance of the emergency services system:

- NFPA 1710: Objective for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. This document (NFPA 1710) was published in 2001 and updated in 2020.
- The Insurance Services Office (ISO) provides basic information regarding distances between fire stations. However, this "objective" does little to recognize the unique nature of every community's road network, population, calls for service, call density, etc.

- The American Heart Association (AHA) provides information on the response to cardiac events, the preferred methods of treatment, and the timing of the delivery of medical care and treatment.

A fourth model from the Center for Public Safety Excellence (CPSE) Fire and Emergency Service Self-Assessment Manual (FESSAM) is another resource for performance measurement. Before the 9th Edition FESSAM, CPSE provided benchmark and baseline performance objectives for response time. With the 9th Edition of the FESSAM, performance objectives were eliminated as the CPSE determined they were not a standard-setting organization. However, there is a significant body of work based on these objectives before their elimination from FESSAM.

Performance standards should be based on benchmark performance (the target level of performance for the agency) and baseline performance (what the agency can currently perform). Baseline performance is generally based on three to five years of data.

It is critical to note that Appendix A contained in the NFPA 1710 document provides additional information and background as it pertains to service delivery objectives for the jurisdiction as follows:

> *"There can be incidents or areas where the response criteria are affected by circumstances such as response personnel who are not on duty, unstaffed fire station facilities, natural barriers, traffic congestion, insufficient water supply, and density of population or property. The reduced level of service should be documented in the written organizational statement by the percentage of incidents and geographical areas for which the total response time criteria are achieved.*
>
> *Additional service delivery performance objectives should be established by the AHJ for occupancies other than those identified within the standard for benchmark single-family dwellings. Factors to be considered include specific response areas (i.e., suburban, rural, and wilderness) and occupancy hazards."*

This passage acknowledges the authority having jurisdiction (AHJ); in this case, the City of Duncanville is responsible for determining the level of service to be provided by the fire department. Considerations for the level of service include but are not limited to, the Fire Rescue Department's response, travel time, staffing, emergency calls versus non-emergency calls, roadways, financial resources, and those calls involving different occupancies. The service levels provided to the city should be written and documented so the city's residents know and understand the expectations of the emergency services system.

Effective Response Force

Several tasks must co-occur to combat diverse types of fires adequately. The absence of adequate personnel to perform these tasks requires each task to be prioritized and completed chronologically. These fire ground tasks include command, scene safety, search and rescue, water supply, fire suppression, pump operations, ventilation, backup, and rapid intervention.

An initial full alarm assignment should be able to provide personnel, an effective response force (ERF), to accomplish the following tasks:

- Establish incident command outside of the hazard area. This will allow coordination and direction of the incoming emergency response personnel and apparatus. A minimum of one person should be dedicated to this task.
- Establish an uninterrupted water supply of at least 400 gallons per minute for 30 minutes. Once established, the pump operator can maintain the supply line to ensure an uninterrupted water supply. At least one person is assigned to this task who can then assume a support role.
- Establish an effective water flow rate of 300 gallons per minute. This will be supplied to at least two hand lines, each operating at a minimum flow of 100 gallons per minute. Each hand line must have two individuals assigned, with one hand line as the suppression line and the other as a backup line.
- One support person will be provided to manage the hydrant hookup, utility control, and forcible entry and assist in deploying fire hose lines.
- Establish a search and rescue team. Each team will consist of a minimum of two personnel.
- Establish a ventilation team. Each team will consist of a minimum of two personnel.
- If an aerial ladder is used in the operations, one individual can function as an aerial operator.
- Establish an initial rapid intervention team (RIT). Each RIT team shall have at least two properly trained and equipped personnel.
- A total effective response force with a minimum of 16 (17 if an aerial ladder is in operation)

Critical tasks will vary depending on the size and nature of the incident. The previous list from NFPA 1710 and templates provided in the "Community Risk Assessment: Standards of Cover" manual from CPSE provided the basis for the following tables to illustrate the minimum required personnel to mitigate the initial emergency response requirements by occupancy risk. While these documents also reference low-risk structure fires, St Petersburg Fire Rescue does not designate any as low risk, so that information has been removed from the table:

Table 31: Critical Tasks for the Effective and Efficient Control of Structural Fires

Critical Task	Special Risk	High Risk	Moderate Risk
Command	2	2	1
Water Supply	1	2	1
Attack Line	4	6	4
Backup Line	0	3	2
Search and Rescue	4	4	2
Ventilation	4	4	2
Rapid Intervention	4	4	4
Medical/Rehab	6	2	0
Above Fire Floor	2	0	0
Fire Floor Control	2	0	0
Above Fire Control	2	0	0
Evacuation Mgmt. Teams	4	0	0
Elevator Operations	1	0	0
Safety Officer	1	0	0
Interior Staging	2	0	0
Lobby Control	1	0	0
Logistics	2	0	0
Base Operations	1	0	0
Total Personnel	**43**	**27**	**16**

Adding to the critical tasks and staffing issues is the OSHA 1910.134(g)(4) requirement of two in – two out. These regulations state that if entry into an IDLH atmosphere is necessary, two firefighters must enter together and remain in contact with each other. In addition, two firefighters must be outside the IDLH atmosphere for potential rescue if needed. The two in – two out rule is mandatory unless life is in jeopardy.

The concept of an ERF carries through to other response types by the fire department.

The tables below outline the critical tasks for an ERF for those response types.

Table 32: Critical Tasks for Hazardous Materials

Critical Task	High Risk	Low Risk
Command/Safety	2	1
Liaison	1	1
Decontamination	4	4
Research Support	2	1
Team Leader, Entry Team, Backup Team	6	6
Total Personnel	**15**	**13**

Table 33: Critical Tasks for Initial Wildland Urban Interface Fires

Critical Task	No Hydrants	With Hydrants
Command/Safety	1	1
Pump Operations	1	1
Attack Line	2	2
Structure Protection	3	2
Water Supply	1	0
Tender Operator	2	0
Exposure Lines	2	0
Total Personnel	**12**	**6**

Table 34: Critical Tasks for Technical Rescue Operations

Critical Task	Swift Water	High/Low Angle	Confined Space
Command/Safety	1	1	2
Rescue Team	3	2	2
Backup Team	2	2	2
Patient Care	2	2	2
Rope Tender	2	0	0
Upstream Spotter	2	0	0
Downstream Safety	2	0	0
Rigger	0	1	1
Attendant	0	1	1
Ground Support	0	4	4
Edge Person	0	1	0
Shoring	0	0	0
Total Personnel	**14**	**14**	**14**

The previous tables demonstrate the personnel requirements for handling simple incidents involving hazardous materials, wildland-urban interface fires, and technical search and rescue operations, while acknowledging the complexity of these incidents will

demand different staffing requirements. Each of the technical rescue incidents will require similar numbers of personnel or more depending on the complexity of the incident. Further, many positions require personnel to be certified in that discipline.

As with fire, hazardous materials, and technical search and rescue incidents, an ERF is needed to effectively and efficiently deliver EMS. A task analysis for emergency medical calls analyzes three types of calls or patient conditions. These three types of calls usually require the most effort from the response team. Other calls or patient types can generally be handled with two or three personnel. Many times, especially in trauma calls, there are multiple patients. The following table outlines the tasks for assisting these critical patients and the number of responders required for a successful outcome. It is important to note that the same personnel accomplish some tasks, so the total is not a simple addition to the positions stated.

Table 35: Critical Tasks for Effective Patient Care

Critical Task	Cardiac Arrest	Stroke	Multi-System Trauma
Patient Assessment	2 per patient	2 per patient	2 per patient
Airway Management/Intubation	2 per patient	2 per patient	2 per patient
Cardiac Defibrillation	1	N/A	N/A
CPR	1	N/A	N/A
EKG Monitoring	1	1	1
IV/Pharmacology	1	1	1
Splint/Bandage/Immobilization	N/A	N/A	1
Patient Lifting/Packaging	2 – 4	2 – 4	2 – 4
Medical Information Collection	1	1	1
Total per Patient	**6 - 8**	**5 - 7**	**6 - 8**

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Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, April 15, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, April 15, 2025, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

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

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

Mayor Contreras recessed the Briefing Session at 6:35 p.m. for City Council to convene into Executive Session.

A. ***Briefing presentation on the need to appoint new board members to fill vacancies on the Duncanville Community and Economic Development Corporation board, the TIF board, Bond Committee, and various boards and commissions.***

City Manager Finch stated Patrick Harvey was elected president of DCEDC with the resignation of Marlon Goff. Since Mr. Harvey is also Mayor Contreras' appointment to the Bond Committee, Mr. Finch asked if the mayor would like to make another appointment as Mr. Harvey would now be the representative of the DCEDC on the Bond Committee. Mayor Contreras added that there has not been much direction for the boards and encouraged the council to attend the meetings. Councilmember Gooden suggested updates from the Chair or liaison of the boards be presented before the council. Councilmember Veracruz suggested using the Multicultural Commission as a steppingstone for the Arts Commission. He also asked about deferring some of the events to the Multicultural Commission. Councilmember McBurnett suggested that if they do not want to present to the council that they can add updates to the staff reports. Mr. Finch added that typically, a member of DCEDC is also a member of the TIF Board.

EXECUTIVE SESSION

The Executive Session was called into session at 6:35 p.m. and Mayor Contreras read the item into record.

The Council closed the Executive Session at 7:07 p.m.

1. ***City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Main St, south of Camp Wisdom***

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Rd, west of Cockrell Hill Rd, and north of Danieldale Rd, and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

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

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

Police Chaplin Moises Ruiz delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. ***Mayor's Report.***

Mayor Contreras commended the staff on the success of the Easter Eggstravaganza.

B. ***Councilmembers' Reports***

Councilmember Gooden commended staff on the Eggstravaganza and the expansion of the event. She added the Duncanville Police had an event yesterday and how much she enjoyed it. Councilmember McBurnett mentioned the Eggstravganza and the upcoming events in the city. He wished everyone a Happy Easter. Mayor Pro Tem Koontz requested extra time.

Councilmember Don McBurnett made a motion to approve extra time for Mayor Pro Tem Koontz, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 7 for, 0 against.

Mayor Pro Tem Koontz then reviewed some of the offense statistics for the Police department and commended the Police Department and the first responders in the city. He then mentioned the trash cart pilot program and asked citizens to provide feedback even it they are not part of the pilot program.

C. ***City Manager's Report.***

City Manager Finch reported we have just completed the first week of the pilot program with the issuance of carts for trash pickup. The current contract with Republic Services expires in September 2026. He then reported that yesterday he was in Austin in reference to Senate Bill 4 in regard hotel occupancy taxes being used for sporting events. He reported this is the final city council meeting for Interim Assistant City Manager Kevin Hugman and thanked him for his service to the city.

2. PROCLAMATIONS AND PRESENTATIONS

A. ***Mayor to present a letter of recognition for Betty Dunn, thanking her for her contributions to the City of Duncanville.***

Mayor Contreras read the Letter of Recognition and presented it to Ms. Dunn.

3. CITIZENS' INPUT

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

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

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To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/
To submit a comment via email the following information is required:

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

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

Rebecca Crawford
526 E. Magnolia Lane
Presidential Estates Green space

Savanna Crawford
526 E. Magnolia Lane
Green space

Hannah Crawford
526 E. Magnolia Lane
Green Space

Karen Crawford
526 E. Magnolia Lane
Green Space

Linda Young
919 Eisenhower
Undeveloped Green Space

Willow Young
919 Eisenhower
Green Space

Corey Bugay
626 Crestside Dr.
SUP - item 4E

Wesley Jamison
1214 Lady Lane
Carts for trash pickup

Dennis Sherman
103 Timothy Trail
Adopt a Bridge - Code violation

4. CONSENT AGENDA

A. ***Consider the Minutes for the April 1, 2025, City Council Regular Meeting.***

B. ***Consider a resolution authorizing an agreement between Xplor Technologies, LLC (Perfectmind Inc.) to provide recreation management software and support to the Parks and Recreation Department and The Duncanville Fieldhouse for a five-year period in an amount not to exceed $84,180.00, including a 15% contingency.***

RES 2025-448

C. ***Consider a Resolution approving an Interlocal Agreement, effective April 15, 2025, and expiring December 31, 2028, between the City of Duncanville and the Dallas County District Attorney's (DA) Office; to obtain asset seizure funds created in compliance with Art. 59.08 of the***

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Texas Code of Criminal Procedure for services as contained in the agreement for property awarded.

RES 2025-450

D. ***Consider a Resolution authorizing the renewal of telephone and communications data systems and solutions services from RingCentral through The Interlocal Purchasing Systems (TIPS) contract in the estimated expenditure amount of $413,999 for five (5) years, paid annually at $82,799.80 per year.***

RES 2025-433

E. ***City Council to consider Resolution 2025-453 which would request the P&Z to hold a public hearing for 626 Crestside Dr, Duncanville, TX 75137 to address concerns of residents relating to specific use permit.***
MPT Koontz clarified that there is not a violation of the SUP. This is related to the residential property owners affected in the area.

RES 2025-453

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

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ***Take any necessary action as a result of the Executive Session.***
No action taken.

B. ***Approval of the release of a privileged mowing lien (Reso. No. 2025-454) and a release of demolition lien (Reso. No. 2025-455) for 727 S. Cockrell Hill Road, Duncanville, TX 75137***
Presented by Economic Development Director Victor Barrera.

RES 2025-454
RES 2025-455

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

C. ***Conduct a public hearing and consider an ordinance to grant a Planned Development for 914 and 918 East Highway 67, Duncanville, TX 75137.***
Presented by Victor Barrera.

Mayor Contreras opened the public hearing at 8:04 p.m.

Spoke in support:
Frank Michalopoulos
4645 No Central Expressway
Dallas

Spoke in Opposition:
Bobby Roddy
878 Starry Ave.

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

Mayor Contreras closed the public hearing at 8:11 p.m.

Councilmember Gooden asked about letters sent and the number of returns. Mr. Barrera stated we did not receive any letters returned. Councilmember Gooden stated she could see to concern for the increased traffic in the area

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but noted the easement would alleviate the traffic concerns. Mayor Contreras cautioned the city not to use the Planned Development to circumvent the development process.

ORD 2537

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

6. STAFF AND BOARD REPORTS

A. ***Present the Police Department's Quarterly Report***
Presented by Assistant Police Chief Adrian Tijerina.

B. ***Fire Department Quarterly Report***
Presented by Fire Chief Chris Connealy.

ADJOURNMENT

The meeting was adjourned at 8:44 p.m.

APPROVED:

_____
CITY SECRETARY

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Consider a Resolution for Emergency Roof Repairs at the Duncanville Fieldhouse.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Craig Brasfield, Director of Duncanville Fieldhouse
Jennifer Otey, Budget Administrator
Angel Deal, Project Manager
Lauren Sanchez, Regional Emergency Management Operations Coordinator

BACKGROUND/HISTORY:

Due to recent hailstorms and the aging condition of the structure, the Duncanville Fieldhouse has sustained significant roof damage. This damage has been compounded over time by ongoing wear and tear, creating an urgent need for immediate repairs.

An emergency purchase is critical to mitigate further deterioration, preserve the structural integrity of the facility, and avoid escalating repair costs. Prompt action will ensure the Fieldhouse remains safe and operational for continued community use.

The roof has sustained severe hail damage over the past several years. The age of the roof has contributed to the deterioration, leaving it vulnerable to leaking. As a result, these leaks on the gym floors have caused damage.

POLICY EXPLANATION:
The Duncanville Fieldhouse is scheduled to install a new HVAC system in May 2025.
The need to repair the roof is high prior to this installation, and it is imperative to protect the new HVAC system from potential water damage and avoid additional costs in the future.

Addressing the damaged roof will help prevent any new costs and minimize disruption to the Duncanville Fieldhouse Operations.

A contract is forthcoming.

FUNDING SOURCE:

ORG and Object Number
10011000-700882

Available Budget	**Purchase Amount**	**After Encumber**
$315,341	$297,500	$17,841

ACTION ALTERNATIVES:

1. Approve resolution for Emergency Roof Repairs at the Duncanville Fieldhouse.
2. Approve City Manager to Execute Contract with selected vendor.
3. Do not approve resolution for Emergency Roof Repairs at the Duncanville Fieldhouse.
4. Other actions as directed by Council.

ATTACHMENTS:

5 Quotes Summary Sheet - Fieldhouse Roof Replacement April 2025 Executed
Resolution 2025-461 Roof Repairs Duncanville Fieldhouse
Aoto Vista Roofing -Construction Contract

Quotation Summary Worksheet

City of Duncanville, Texas
Purchasing Office

INSTRUCTIONS FOR COMPLETION:

1) Per City Policy, purchases between $3,000 and $25,000 require at least three (3) vendor quotes.
2) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
3) All awards should be made to the vendor whose proposal offers the "best value" to the City.
4) Awards based on "best value" may consider various factors, including but not limited to:
   (a) Price / Total Cost of Ownership, (b) Product/Service Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet City's Needs, (f) Client References, (g) Cooperative Contract, (h)Past Experience with City, and/or (i) any other relevant factor that ensures best value to the City.
5) Upon consideration of all factors, if all bids meet the District's needs, the award should be made to the lowest bidder.
6) Purchases in excess of $25,000 shall be brought to Purchasing for evaluation.

Informal Bids Tabulation Summary	Requistion #:			VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4		VENDOR #5	
	Vendor Name:											Aoto Vista Roofing Inc.	
	Quoted By (Contact Name):											Salomon Maron	
	Enter "X" for selected vendor											210-837-5501	
PRODUCT/SERVICE DESCRIPTION	ITEM	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Flat Roof - North & South	1	1	ea		$278,750.00		$293,312.00		$307,131.60		$335,931.12		$300,000.00
	2		ea										
	3		ea										
	4		ea										
	5		ea										
	6		ea										
	7		ea										
	8		ea										
	9		ea										
	10		ea										
	11		ea										
	12		ea										
* DISCLOSURE NOTICE: By signing below, I hereby certify that all quotes recorded include all the firms that have been contacted for bids and their replies are reflected accurately on this form.			SUBTOTAL										
			SHIPPING COST										
			TOTALS		$278,750.00		$293,312.00		$307,131.00		$335,931.12		$300,000.00
	PAYMENT TERMS												
	F.O.B. SHIPPING TERMS												
	DELIVERY DATE												

All awards should be made based on"Best Value" to the City. Please write a short summary below of why the vendor chosen is the best value if it is not the lowest bid.

Alto Vista Roofing Inc. provides the "Best Value" for the City, because:

1. They are a Duncanville Company - 906 Mercury Avenue Duncanville, TX 75137
2. They have been vetted and preformed a major roof replacement for the City at the EON Builbing in July 2023
3. They have displayed the ability to produce all the docouments necessary to preform the requested work & they have HUB Accreditation

*** Name of Person Completing this Form:** Craig Brasfield *** Signature:** 4/7/25

NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES MUST BE ATTACHED TO THE PURCHASE REQUISITION.

Form version 9.6.16

RESOLUTION NO. 2025-461

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO APPROVE A CONTRACT WITH AOTO VISTA ROOFING INC., FOR AN EMERGENCY ROOF REPAIR OF THE DUNCANVILLE FIELDHOUSE. THIS IS A ONE TIME EXPENDITURE IN THE AMOUNT OF $329,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to ensuring its facilities are safe and inhabitable; and

WHEREAS, there is a critical need for an emergency purchase to repair the roof at the Duncanville Fieldhouse which is scheduled for installation of a new HVAC system in May 2025; and

WHEREAS, the City of Duncanville desires to address the damaged roof to assist in preventing any new cost and minimize disruption to the Duncanville Fieldhouse Operations; and

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves a contract with Aoto Vista Roofing Inc., to provide emergency roof repairs to Duncanville Fieldhouse in an expenditure amount of $297,500.00 with extended warranty not-to-exceed total price of $29,500 over 25 years.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of May 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STATE OF TEXAS	§	**CITY OF DUNCANVILLE**
	§	
COUNTY OF DALLAS	§	**CONTRACT # 3250027**
	§	

This Agreement is made by and between the City of Duncanville, Texas hereafter ("OWNER") and

Alto Vista Roofing, Inc.
906 Mercury Ave.
Duncanville, TX 75137
Attn: Saloman Maron, President
smaron@altovistaroofing.com
PH#210-837-5501

hereafter ("Contractor"), for contract construction services for:

ROOFING REPAIR AND REPLACEMENT – DUNCANVILLE FIELDHOUSE (EMERGENCY)

hereinafter (the "Project") and the Parties hereby agree as follows:

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

The Contract between the OWNER and the Contractor, of which this Agreement is a part, consists of the **Contract Documents, Engineered Seal Approved Plans, and Specifications, Solicitation Document, and Awarded Contractor Pricing Sheet, attached hereto and incorporated herein as Exhibits A, B, C, D, E, F, G and H** or as defined herein. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

The documents defined below, and attached hereto, shall be considered as the **"contract documents".**

Exhibit A – Awarded Pricing Sheet and Proposal

Exhibit B – Engineered Seal Approved Plans and Specifications

Exhibit C – Solicitation Document

Exhibit D – Project Insurance Document

Exhibit E – Project Bonding (Payment and Performance Bonds)

Exhibit F – Conflict of Interest Form and Instructions

Exhibit G – Form 1295 and Instructions

Exhibit H – Texas House Bill 89 Verification Statement

Exhibit I – Service Provider Verification Form

Exhibit J – SAM.gov Record Submission

Exhibit K – Required Federal Terms and Conditions and Forms

Exhibit L – City Council Resolution

1.3 Entire Agreement

This Contract, together with the Contractor's performance and payment bonds for the Project, any General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, respectively constitute the entire and exclusive agreement between the OWNER and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the OWNER and Contractor not expressly made a part hereof. In the event of a conflict between this Contract and any other document pertaining hereto, this Contract shall govern.

1.4 No Privity with Others

Nothing contained in this Contract shall create or be interpreted to create a privity or any other contractual agreement between the OWNER and any person or entity other than the Contractor.

1.5 Intent and Interpretation

A. The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

B. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

C. When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

D. The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

E. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

F. Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms unless the context of their usage clearly requires a contrary meaning.

G. The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the OWNER of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the OWNER or the Designee of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The OWNER has requested the Designee to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be

complete, accurate, adequate, consistent, coordinated, and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the OWNER concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

H. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

I. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

The Contract Documents, and each of them, shall remain the property of the OWNER. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all such Contract Documents on other projects without the OWNER's prior written authorization.

ARTICLE II
THE WORK

2.1 The Contractor shall perform all the Work required, implied or reasonably inferable from this Contract.

2.2 Work

A. The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Projects; furnishing of any required bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

See attached "Exhibit B

B. The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Projects. All materials shall be new, and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III
CONTRACT TIME

3.1 Time and Liquidated Damages

A. The Contractor shall commence the Work on a Project within ten (10) days of receipt of a written Notice to Proceed and shall achieve Substantial Completion of the Work no later than **32 calendar days** after receipt of the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall

mean any and all days of the week or month, no days being excepted.

The parties contemplate that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time" for the Project.

B. The Contractor shall pay the OWNER the sum of $500 per day for unexcused delay in achieving Substantial Completion beyond the date set forth in a Notice to Proceed for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the OWNER, estimated at or before the time of executing this Contract. When the OWNER believes that Substantial Completion will be inexcusably delayed, the OWNER shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the OWNER to be adequate to recover liquidated damages applicable to such delays. if and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the OWNER has withheld payment, the OWNER shall promptly release to the Contractor those funds withheld but no longer applicable, as liquidated damages.

C. No claim shall be made by the Contractor to the OWNER, and no damages, costs or extra compensation shall be allowed or paid by the OWNER to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work for a particular Project or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the OWNER or should the OWNER order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the OWNER by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

D. The OWNER shall have the authority to suspend the Work for any Project wholly or in part for such period or periods of time as it may be deemed appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the OWNER or OWNER's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 Substantial Completion

"Substantial Completion" shall mean that stage in the progression of the Work for a particular Project when the Work is sufficiently complete in accordance with this Contract that the OWNER can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 Time is of the Essence

All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 Construction Cost: The OWNER shall pay, and the Contractor shall accept, as full and complete payment for all of the Construction Work required herein, the **not-to-exceed and fixed-rate sum** for services provided of **Two Hundred Ninety-Seven Thousand Five Hundred Dollars and No Cents ($297,500.00)** as set forth in **Exhibit A.** The sum set forth in this Paragraph shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract, payable as services are rendered upon substantial completion.

On-going Maintenance Cost: The OWNER agrees **to accept** the Alternative Proposal #3 for the Extended Warranty, in the not-to-exceed total price of **Twenty-Nine Thousand and Five Hundred Dollars and No Cents ($29,500).** Yearly site inspections will be invoiced individually to the OWNER from Alto Vista and will have a fee per inspection. This fee includes maintenance items such as housekeeping, cleaning drains, gutters, leaves, fallen debris, dried sealants, dried out rubber washers, etc. (a full list will be provided along with the annual checklist)

Years 3-5 $.042 sqft =$1,000.00

Years 5-15 $.05 sqft =$1,250.00

Years 15-25 $.063 sqft =$1,500.00

The total cost over the 25 years is **$ 29,500.00**

ARTICLE V
PAYMENT OF THE CONTRACT PRICE

5.1 Payment shall be made in accordance with the instructions given below. Acceptance of final payment shall constitute a waiver of all claims against the OWNER by the Contractor except for those claims previously made in writing against the OWNER by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the OWNER, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

1. Invoices

A. The CONTRACTOR shall submit invoices for services or goods rendered and completed. Invoices shall be emailed to the OWNER's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the OWNER's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the OWNER for payments made by credit card or electronic funds transfer.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the CONTRACTOR's registration with the OWNER. Unless otherwise instructed in writing, the OWNER may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope and but previously agreed to by the

OWNER with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The OWNER will furnish a tax exemption certificate upon request.

2. Payment

The OWNER may withhold or set off the entire payment or part of any payment otherwise due to the CONTRACTOR to such extent as may be necessary on account of:

A. third party claims, which are not covered by the insurance that the CONTRACTOR is required to pay, provided the OWNER receives notification of a valid claim or reasonable evidence indicating the probable filing of such claims.

B. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment: damage to the property of the OWNER or the OWNER's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR.

C. reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay, failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or

D. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.

E. any sums owed to the OWNER, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of the invoice by OWNER, unless disputed by the OWNER. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the OWNER may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

ARTICLE VI
THE OWNER

6.1 Information, Services and Things Required from OWNER

A. The OWNER shall furnish with the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of a particular Project.

B. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the OWNER does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The OWNER shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

C. Excluding permits and fees normally the responsibility of the Contractor, the OWNER shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

D. The OWNER shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 Right to Stop Work

If the Contractor persistently fails or refuses to perform the Work for any Project in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the OWNER may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the OWNER orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER's Right to Perform Work

If the Contractor's Work on any Project is stopped by the OWNER under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the OWNER that the cause of such stoppage will be eliminated or corrected, then the OWNER may, without prejudice to any other rights or remedies the OWNER may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the OWNER's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the OWNER, the Contractor shall pay the difference to the OWNER.

ARTICLE VII
THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.G. The Contractor shall perform no part of the Work for a Project at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the OWNER, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform all Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the OWNER for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

A. The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

B. The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 Warranty

The Contractor warrants to the OWNER that all labor furnished to progress the Work under

this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the OWNER.

7.7 The Contractor, within fifteen (15) days of commencing the Work on any Project, shall submit to the OWNER for its information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the OWNER. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the OWNER, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the OWNER the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the OWNER.

7.9 Shop Drawings, Product Data and Samples

A. Shop Drawings, Product Data, Samples, and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

B. The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Designee. Approval by the OWNER, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 Cleaning the Site and the Project

The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Commission on Environmental Quality approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the OWNER for this work, the compensation having been considered and included in the contract price.

7.11 Access to Work and Inspections

The OWNER shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the OWNER, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 Indemnity and Disclaimer

A. OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERN-MENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

B. The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the OWNER for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with OWNER a Standard Certificate of Insurance evidencing the required coverage.

C. In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 Nondiscrimination

The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national original, religion, age, sex, or disability where reasonable accommodations can be affected to enable the person to perform the essential functions of the job. The Contractor shall further ensure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on any Project.

ARTICLE VIII
CONTRACT ADMINISTRATION

8.1 The OWNER or OWNER's Designee

The OWNER may administer this Contract itself or appoint a Designee to administer this Contract. The OWNER's Designee ("Designee") may be an employee of the OWNER or may be retained by the OWNER as an independent contractor but, in either event, the Designee's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the OWNER's Designee notwithstanding the contractual relationship between the OWNER and Designee. All of the OWNER's instructions to the Contractor shall be through the Designee unless otherwise provided by OWNER.

In the event the OWNER should find it necessary or convenient to replace its Designee, the OWNER shall retain a replacement Designee, and the status of the replacement Designee shall be that of the former Designee.

8.2 Designee's Administration

A. The Designee, unless otherwise directed by the OWNER in writing, will perform those duties and discharge those responsibilities allocated to the Designee as set forth in this Contract. The Designee shall be the OWNER's representative from the effective date of this Contract until final payment has been made.

B. The OWNER and the Contractor shall communicate with each other in the first instance through the Designee.

C. The Designee shall be the initial interpreter of the requirements of the drawings and specifications and the judgement of the performance thereunder by the Contractor. The Designee shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

D. The Designee will review the Contractor's Applications for Payment and will certify the OWNER for payment to the Contractor; those amounts then are due to the Contractor as provided in this Contract.

E. The Designee shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Designee deems it necessary or advisable, the Designee shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

F. The Designee will review and approve, or take other appropriate actions as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

G. The Designee will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

H. The Designee shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, and will receive and forward to the OWNER for the OWNER's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

I. The Designee's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 Claims by the Contractor

A. The Designee shall determine all claims and matters in dispute between the Contractor and

OWNER with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Designee within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Designee's decisions shall be final and binding on the parties. In the event that either party objects to the Designee's determination as to any submitted dispute, that party shall submit a written objection to the Designee and the opposing party within ten (10) days of receipt of the Designee's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

B. Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the OWNER shall continue to make payments to the Contractor in accordance with this Contract.

C. *Claims for Concealed, Latent or Unknown Conditions.* The Contractor expressly represents that it has been provided with an adequate opportunity to inspect all Project sites and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the OWNER's acceptance of the bid. Subject to the conditions hereof, the Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of any Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the OWNER having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the OWNER and the Designee written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

D. *Claims for Additional Costs*. If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the OWNER therefore, the Contractor shall give the Designee written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing any Work shall constitute a waiver of any claim for additional compensation.

E. In connection with any claim by the Contractor against the OWNER for compensation in excess of the Contract Price, any liability of the OWNER for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The OWNER shall not be liable to the Contractor for claims of third parties, including Subcontractors. The OWNER shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the OWNER.

F. *Claims for Additional Time*. If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the OWNER or someone acting in the OWNER's behalf, or by changes ordered in any Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the OWNER and the Designee, for such reasonable time as the Designee may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.4 Field Orders

The Designee shall have the authority to order minor changes in any Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be affected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution to the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the OWNER and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The OWNER and the CONTRACTOR will share the mediator’s fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

B. In no event shall the foregoing provision justify or authorize any delay in the progress of any Work; the parties shall abide by the decision of the Designee in accomplishing the timely completion of the Project.

ARTICLE IX
SUBCONTRACTORS

9.1 Definition

A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the OWNER.

9.2 Award of Subcontracts

A. Upon execution of the Contract, the Contractor shall furnish the OWNER, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The OWNER shall promptly reply to the Contractor, in writing, stating any objections the OWNER may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with the proposed Subcontractor with reference to whom the OWNER has made a timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

B. All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the OWNER against the Contractor herein, including those rights afforded to the OWNER by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the OWNER.

C. The Contractor shall indemnify, defend and hold harmless the OWNER from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the OWNER by or on behalf of any Subcontractor.

ARTICLE X
CHANGES IN THE WORK

10.1 Notice to Surety; Consent

The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the OWNER that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI
UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

A. If any of the Work is covered contrary to the Designee's request or to any provisions of this Contract, it shall, if required by the Designee or the OWNER, be uncovered for the Designee's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

B. If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.A above, it shall, if required by the Designee or OWNER, be uncovered for the Designee's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the OWNER. If such Work does not

strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

A. The Contractor shall immediately proceed to correct Work rejected by the Designee as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the OWNER for the Designee's services and expenses made necessary thereby.

B. If, within one (1) year after Substantial Completion of any Work herein, any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the OWNER. This obligation shall survive final payment by the OWNER and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

C. Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. The establishment of the one-year time period in Subparagraph 11.2.B. relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER May Accept Defective or Nonconforming Work

If the OWNER chooses to accept defective or nonconforming Work, the OWNER may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the OWNER for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the OWNER, pay the OWNER such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII
CONTRACT TERMINATION

12.1 Termination by the Contractor

A. If any Work on any Project is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the OWNER and the Designee, terminate performance under this Contract and recover from the OWNER payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3. B above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

B. If the OWNER shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Designee and the OWNER. In such an event, the

Contractor shall be entitled to recover from the OWNER as though the OWNER had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2 hereunder.

12.2 Termination by the OWNER

A. *For Convenience*. The OWNER may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The OWNER shall give written notice of such termination to the Contractor specifying when termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The OWNER may direct the Contractor to assign the Contractor's rights, title and interest under terminated orders or subcontracts to the OWNER or its designee.

C. The Contractor shall transfer title and deliver to the OWNER such completed or partially completed Work and materials, equipment, parts, fixtures, information, and Contract rights as the Contractor has.

D. The Contractor shall submit a termination claim to the OWNER and the Designee specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Designee. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the OWNER shall pay the Contractor an amount derived in accordance with subparagraph F below.

E. The OWNER and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

F. Absent agreement to the amount due to the Contractor, the OWNER shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment, and other services accepted under this Contract.

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2 of this Document. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the number of payments otherwise made, and shall in no event include duplication of payment.

G. *For Cause*. If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the OWNER, fails to grant or allow access to the jobsite by the OWNER or Designee, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to

Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the OWNER may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

H. If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Designee's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the OWNER. This obligation for payment shall survive the termination of the Contract.

I. In the event the employment of the Contractor is terminated by the OWNER for cause pursuant to Subparagraph 12.2.A and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause; such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2, and the provisions of Subparagraph 12.2.A shall apply.

ARTICLE XIII
INSURANCE

13.1 Contractor shall furnish proof of OWNER-stipulated insurance requirements as detailed in the General Conditions.

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for one (1) person, and not less than Two Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be at the sum of not less than Two Million Dollars ($2,000,000.00) for any one (1) occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section shall be furnished to OWNER before any services are performed under this Contract to:

City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
elton.brock@duncanvilletx.gov

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory to any other insurance coverage and/or self-insurance maintained by the OWNER.

ARTICLE XIV
MISCELLANEOUS

14.1 Laws and Ordinances

The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Projects and any Work. The Contractor shall further ensure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 Jurisdiction, Venue, and Applicable Law

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating to or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the OWNER to seek and secure injunctive relief from any competent authority as contemplated herein.

14.3 Successors and Assigns

The OWNER and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the OWNER.

14.4 Surety Bonds

The Contractor shall furnish separate performance and payment bonds to the OWNER as detailed in the General Conditions.

14.5 Business Prohibitions

A. Prohibition on Contracts with Companies Boycott of Israel

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Transactions with an Abortion Provider or Affiliate

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by OWNER and Offeror agrees to defend and indemnify OWNER against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-

transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

C. Prohibition against doing business with Foreign Terrorist Organizations

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

D. Boycotting of Energy Companies

CONTRACTOR certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. CONTRACTOR further certifies and verifies that neither CONTRACTOR, nor any affiliate, subsidiary, or parent company of CONTRACTOR, if any (the "CONTRACTOR Companies"), boycotts energy companies and CONTRACTOR agrees that CONTRACTOR and CONTRACTOR Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

E. Certificate of Interested Parties Electronic Filing (See Exhibit F)

No officer, employee, independent consultant, or elected official of the OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge expressed or implied, of the CONTRACTOR shall render the Contract voidable by the OWNER. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the OWNER of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the OWNER at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. The CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

The OWNER must acknowledge receipt of the filed Form 1295 not later than the 30th day after the Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

14.6 Severability

The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion has not been included herein.

14.7 Amendments

This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the OWNER to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure

to object or enforce estop the OWNER from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.8 Notices

Any notice or other communication shall be in writing and shall be deemed given when sent Registered or Certified Mail, Postage Prepaid, in the United States Mail, addressed as set forth below, or to such other address as either of the parties shall advise the other in writing.

If intended for OWNER:
City of Duncanville
Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
elton.brock@duncanvilletx.gov

with a copy to:
Robert Hager
Nichols, Jackson, Dillard, Hager and Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Contractor:
Alto Vista Roofing, Inc.
906 Mercury Ave.
Duncanville, TX 75137
Attn: Saloman Maron, President
smaron@altovistaroofing.com

14.09 Right to Inspect/Audit Records

CONTRACTOR agrees that OWNER shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. The CONTRACTOR agrees that OWNER shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with an adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. OWNER shall give CONTRACTOR reasonable advance notice of intended audit(s) no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that OWNER shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that OWNER shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

14.10 Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The OWNER's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year

contract after the closing of, or during, any given fiscal year of the OWNER, which fiscal year ends on September 30 of each year, shall be subject to the Council budget approval of the OWNER providing for or covering such contract as an expenditure therein. Should funding not be approved by the OWNER Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The OWNER shall provide the CONTRACTOR written notice of the failure of the OWNER to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the OWNER to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the OWNER.

14.11 Force Majeure

The OWNER, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OWNER. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommend performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the OWNER of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such an occurrence) and describe at a reasonable level in detail the circumstances causing the non-performance or delay in performance.

14.12 Confidentiality

In order to provide the deliverables to the OWNER, CONTRACTOR may require access to certain of the OWNER's and/or its licensors' confidential information (including inventions, employee *information, trade secrets, confidential know-how, confidential business information, and other* information which the OWNER or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the OWNER and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the OWNER and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the OWNER or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the OWNER before disclosing such information so as to permit the OWNER reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

14.13. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law

or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Agreement.

14.14. No Warranty by City Against Infringements

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

14.15. Warranty-Services

The Contractor warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Contractor. The City of Duncanville shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Agreement from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

14.16. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contractual agreement shall not be used to pay any person or

organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

14.17. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

14.18. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

14.19. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

14.20. Compliance with the Copeland Anti-Kickback Act

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

14.21. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense

Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit Federal Form NDAA-899.

14.22. SAM.gov Registration

CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer. (**Exhibit F**)

14.23 Historically Underutilized Business Requirements

If the awarded Contractor is a prime contractor and is permitted by the City to use subcontractors, the following affirmative steps are required of the prime contractor:

Placing qualified small and minority businesses and women's business enterprises on

- solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and the State of Texas Historically Underutilized Businesses Program.
- **If you need assistance, you can contact the local MBDA Center in the DFW Area or choose the one closest to your community. Please use the following link: https://www.mbda.gov/mbda-programs.**

14.24. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in the performance of this agreement, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract by incorporating such into a written agreement between the CONTRACTOR and the subcontractor.

14.25. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without a written contract of the parties.

Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated

contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

This Agreement may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Agreement. The parties agree to transact business electronically. Any statutory requirements that certain terms are in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

EXECUTED on _____day of _____,2025.

OWNER	**CONTRACTOR**
CITY OF DUNCANVILLE, TEXAS	**ALTO VISTA ROOFING, INC.**
By: _____	Signature: _____
Name: Douglas Finch	Name: _____
Title: City Manager	Title: _____

Date:_____

Exhibit A – Awarded Pricing Sheet and Proposal

Duncanville
City of Champions

ALTO VISTA ROOFING INC.

Duncanville Fieldhouse

1700 Main st.
Duncanville, Tx 75137

PREPARED BY:
Salomon Maron
Smaron@altovistaroofing.com
(210) 837-5501
906 Mercury Ave. Duncanville, Tx 75137

Proposal Date:
04/04/2025
Proposal Expiration:
05/24/2025

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ALTO VISTA ROOFING INC.

SUMMARY OF TOTALS					
SCOPE OF WORK DESCRIPTION	**TOTAL**	**Areas**		**Labor only**	
60 Mil TPO Recover	$297,500.00				
BID ALTERNATES AND UNIT COSTS					
Coating Canopies (Front Entrances)	$15,000.00				
TPO Walk Pads (From Hatch to HVAC units)	$16,000.00				
Prices included	P&P bonds				

ALTO VISTA ROOFING proposes to provide all materials, labor, equipment, supervision, and required insurance to complete the scope of work as described below. Project information was obtained from an on-site visit.

SCOPE OF WORK

ROOF SYSTEM at Fieldhouse

- Remove existing roofing ballast down to existing roof membrane
- Repair or replace areas of existing roof if any blisters or deficiencies are found prior to installation of new roof system.
- Provide and install one layer of ½" dexcell mechanically fastened
- Provide and install 60 mil Everguard (GAF) TPO fully adhered with bonding adhesive.
- Provide and install new penetration flashings. Penetration flashing type shall be determined by the type of penetration and duration of roof warranty.
- Provide and install walkway pads as per drawings or mfg requirements
- Flash all roof drains with manufacturer approved flashing materials

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SHEET METAL/LUMBER

- Provide and install new sheet metal items as follows:
- Unit Counter flashings – 24 Ga. Galvanized o Drip Edge Assembly – 24 Ga. Membrane-Coated Metal o Drip Edge Cleat – 22 Ga. Galvanized o Gutters and Downspouts – 24 Ga. Kynar
- Curb flashings with 24 Ga metal
- Coping cap with 22GA cleat and 24 Ga Prefinished Metal
- Alto Vista is a certified Ansi/Spri ES1 fabrication shop

SCAFFOLDING

- N/A

PROJECT QUALIFICATIONS

INCLUSIONS

- Applicable Sales Tax. (N/A)
- ALTO VISTA ROOFING standard work week is four 10-hour days. Please utilize this for schedule creation.
- Hoisting of materials and necessary equipment to complete the scope of work as described in the above section.
- ALTO VISTA ROOFING will provide detailed construction drawings including system details. ALTO VISTA ROOFING to supply MSDS and Product Data used in the roofing operations.
- ALTO VISTA ROOFING to visually inspect structural decking to determine that it is smooth, straight, and free of irregularities, such as significant humps or depressions.
- ALTO VISTA ROOFING to provide insurance specific to project.

EXCLUSIONS:

- Any items not clearly stated within this scope are excluded.
- Premium time or overtime unless specifically stated in proposal.
- Testing of existing roofing materials for asbestos containing materials (ACM) to be the responsibility of the owner.
- Asbestos Testing is required by on all remedial/reroof proje ct per "Texas Administrative Code, Chapter 295.34, Asbestos Management in Facilities and Public Buildings."

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- Abatement of ACM materials if present in currently installed roof assemblies. Interior protection and/or cleaning of interior contents prior to, during or after roofing operations.
- Modifications/Removal/Re-installation including, but not limited to, mechanical, electrical, plumbing, communications or data equipment.
- Any and all work at these areas is to be the responsibility of the owner unless specifically stated as provided in scope of work.
- Protection or necessary modification of such items as electrical substations, transformers and powerlines shall be the responsibility of the owner to provide safe working conditions.
- Any additional work that is required due to unforeseen conditions or misrepresentation of information is excluded.
- ALTO VISTA ROOFING will not complete inspection of structural decking assembly for adequate attachment to substructure, structural load capabilities, relative humidity, moisture content, bracing configurations around roof openings, etc. If deemed required or recommended cost to be by owner for required inspections or testing.
- Bid or Payment and Performance Bonds.

SAFETY

- Site safety set-up shall follow OSHA standards.
- ALTO VISTA ROOFING will conduct a preliminary site inspection prior to commencement of the project to identify potential areas of hazard.
- ALTO VISTA ROOFING will formulate site-specific safety plan identifying areas of low and high hazard. A safety plan will direct necessary means and methods of protection for both employees of ALTO VISTA ROOFING as well as surrounding occupants.
- Periodic site safety inspections shall be performed by ALTO VISTA ROOFING's certified and dedicated safety personnel to ensure safety plan implementation.

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SET-UP | MOBILIZATION | HOISTING

- The specific location of hoisting equipment shall be determined at the time of a preconstruction meeting unless stipulated in a provided site plan. If no site plan is provided, the most efficient locations for hoisting have been assumed. If, in the event locations that were assumed as "usable" are declared unusable, ALTO VISTA ROOFING reserves the right to update pricing using areas designated by owner as "usable".
- ALTO VISTA ROOFING will require a clear common path for material deliveries by semi and trailer.
- ALTO VISTA ROOFING will require site space for material, equipment, vehicles, and dumpster storage.
- ALTO VISTA ROOFING shall not be held liable for damage to concrete, asphalt, or landscape finishes including sidewalks, drives, etc. This includes damage to marking/signage including, but not limited to, striping or other area designations.

INCLEMENT WEATHER

INCLEMENT WEATHER SOURCE

- www.noaa.gov and the manufacturer's product data (as stated in the submittals) will be the guidelines for product application and construction by Contractor during inclement weather.

PRECIPITATION

- No roof tear-off will be performed when the chance of precipitation is 20 percent or greater. o If the chance of precipitation is 30 percent but no rain is within 50 miles, detail work, stocking and clean-up are permitted at the discretion of ALTO VISTA ROOFING .
- No work will be performed when standing water, ice or snow are present on the roof or deck. o A request for removal of said items constitutes a change order and is not included in base bid pricing.
- Work will be suspended if lightning occurs within 10 miles of the jobsite.

HEAT

- work will be performed when the heat index is 105 degrees or greater.

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COLD

- work will be performed when temperatures are below 20 degrees.
- Certain activities/scopes can be completed but will be at the discretion of ALTO VISTA ROOFING on a case-by-case basis.
- Precautions will be taken when the temperature is below freezing. Asphalt and adhesive-based projects shall be installed only when temperatures are 40 degrees and rising.

HEAT

- No work will be performed when the heat index is 105 degrees or greater.

COLD

- No work will be performed when temperatures are below 20 degrees. o Certain activities/scopes can be completed but will be at the discretion of ALTO VISTA ROOFING on a case-by-case basis.
- Precautions will be taken when the temperature is below freezing. Asphalt and adhesive-based projects shall be installed only when temperatures are 40 degrees and rising.

WIND

- Roof work will not be performed when sustained wind speed is or is forecasted to be 20 mph or greater.

MISCELLANEOUS

- When installing white roof coverings, construction debris/dust/sediment will leave dirt on the covering. ALTO VISTA ROOFING will take care to minimize debris and foot traffic over the new roof covering, but some inherent dirt will remain as a result of the construction process. Post-construction cleaning of the roof covering is not included in this proposal unless specifically stated within the scope of work.
- If this proposal does not clearly state and include the installation of a "full tapered" insulation assembly, ponding water may be present after completion of the roof system. ALTO VISTA ROOFING shall not be held liable to remedy ponding water situations. o The NRCA defines ponding water as "any ponding water on the roof 48 hours after rain during conditions conducive to drying".

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- Certain products utilized in the installation of roofing materials omit odor. Products in this category include, but are not limited to, asphalt, adhesive, primers, etc. Mechanical units, intake vents and other "air-drawing" equipment may be required to be shut down by the owner during certain times of construction if interior space is sensitive to odors.

Payment Terms: 30% upon execution of agreement, 65% through monthly progress payments, and 5% retainage. Contract retainage shall be released in full once the roof system manufacturer has inspected the roof and deemed the work "complete and warrantable". Change orders will be addressed separately if completion dates differ from original contract scope. Payment of invoices shall be due and payable on or before 30 days from date of invoice.

Payment: Credit Card payments are not accepted.

Change Orders to Contract Scope of Work: Additional work as a result of unforeseen conditions, misrepresentation of information or additions to contracted scope of work shall be charged at cost plus 10% overhead and 15% profit. No work outside of the contracted scope will be completed without written authorization from the property owner or designated owner's representative with authority to approve.

Substitutions and Material Shortage: In the event that any specified material becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond Subcontractor's (ALTO VISTA ROOFING) control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that Subcontractor (ALTO VISTA ROOFING) is delayed by the unavailability, and in the case of permanent unavailability, Subcontractor (ALTO VISTA ROOFING) shall be excused from providing said material and allowed to propose an available substitute. To the extent an available substitute is proposed by Subcontractor (ALTO VISTA ROOFING) under this provision and subsequently approved by Owner, Architect and/or General Contractor in a timely manner, any increase in the cost between the originally specified material and its substitute shall be paid by General Contractor to Subcontractor (ALTO VISTA ROOFING). Due to material shortages, Subcontractor (ALTO VISTA ROOFING) may experience delays related to the inability to timely obtain materials for this project. In the event of such a delay, Subcontractor (ALTO VISTA ROOFING) shall notify General Contractor, and General Contractor agrees to provide the Subcontractor (ALTO VISTA ROOFING) with an extension of time for any delay attributable to the temporary inability to obtain materials.

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Price Acceleration: If there is an increase in the actual cost of materials charged to Subcontractor (ALTO VISTA ROOFING t) after making this Subcontract, the price set forth in this Subcontract shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to Subcontractor (ALTO VISTA ROOFING). Subcontractor (ALTO VISTA ROOFING) will submit written documentation of the unit cost of materials to General Contractor/Owner at "Time of Order" and again at "Time of Shipment".

Proposal Expiration Date: The expiration date of this proposal is **05/4/2025**. If approval is given to ALTO VISTA ROOFING after the expiration date, pricing will be adjusted according to current market pricing and submitted as a change order to the contract. If this proposal is approved and accepted after its expiration date and receiver of this proposal will not allow for market pricing adjustments via change order, ALTO VISTA ROOFING reserves the right to rescind the proposal in its entirety with no penalties monetarily or otherwise.

Asbestos Testing: To obtain a permit in the City **of Duncanville,** a sample testing for asbestos is required in accordance with "Texas Administrative Code, Chapter 295.34, Asbestos Management in Facilities and Public Buildings." This testing shall be paid for by the owner and resulting report provided to ALTO VISTA ROOFING for use in obtaining the necessary construction permit.

Proposal Disclaimer: The scope of work described above, and all items listed within are the full extent of this scope of work. In the event you believe additional items should be included but are not described, please contact the estimator of record for clarification of the specific item and its inclusion/exclusion. If changes are required to clarify items of inclusion/exclusion, a new draft of the proposal will be delivered with items of change noted. Under no circumstance will changes be made after acceptance of the proposal. ALTO VISTA ROOFING shall not be held obligated, financially, or otherwise, for assumptions of inclusions made by the receiver of this proposal.

This proposal is based upon use of ALTO VISTA ROOFING 's standard construction contract/agreement. An example of ALTO VISTA ROOFING 's standard agreement can be supplied upon request. If this proposal is accepted it shall be included as an exhibit to the contract documents in its entirety including any additional attachments sent at time of submission such as roof drawings and site plans as well as Addendum "A" below.
ALTO VISTA ROOFING Company does not represent itself as a design professional, architect or registered engineer and does not perform these services nor shall it be inferred.

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These services may be provided by a third party at an additional cost if requested.

Addendum "A"

PAYMENT: The payment provisions herein are intended to comply with The State of Texas Prompt Payment Act Section 35.521.

INDEMNITY:

Indemnification; State of Texas Indemnity Clause HB 2093 Shall Prevail: Nothing herein shall be construed to require the Contractor to indemnify an indemnified party for an indemnified claim caused by or resulting from that indemnified party's own negligence unless otherwise permitted under Chapter 151 of the Texas Insurance Code. It is agreed that with respect to any legal limitations, now or hereafter in effect, which affect the validity and enforceability of the indemnification obligation under this Article, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring this Article into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. The indemnification obligations herein are intended to comply with Chapter 151 of the Texas Insurance Code and shall be read as broadly as permitted to satisfy that intent.

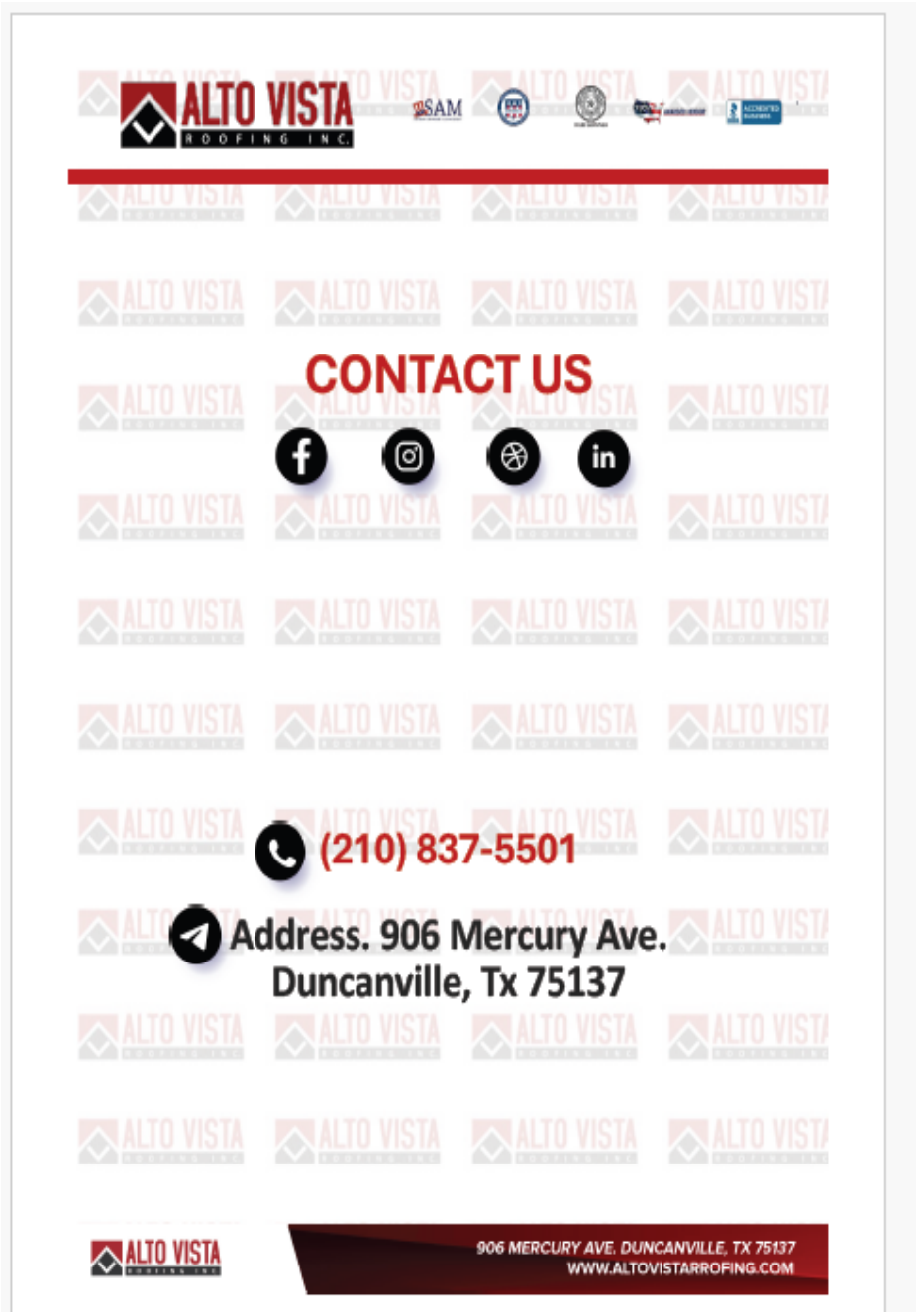
WAIVER OF SUBROGATION:

a) Owner and the Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors' members, and agents and employees of each of them, for damages caused by fire or other causes of loss to the extent covered by insurance obtained pursuant to this Agreement or any other insurance, except such rights as each party may have to proceeds of such insurance.

b) All insurance policies purchased and/or maintained by the Contractor covering work or services performed pursuant to this Agreement, shall provide waivers of subrogation by endorsement or otherwise.

The waivers of subrogation made by Owner and the Contractor herein shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether the person or entity had an insurable interest in the property damaged. Acceptance of this proposal includes acceptance of Addendum "A" in its entirety and is to be incorporated into the construction agreement.

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Duncanville Field House Roof Replacement
Phase 2
Phase 1
Phasing plan
PHASE 1:
Roofing work- 7 days
Metal work- 3 days
PHASE 2:
Roofing Work- 12 days
Metal work- 6 days
Final Inspection/ Punchlist:
4 days
(Dates reflect installation only)
Material delivery & Fabrication may vary
* Weather permitting*

Duncanville
City of Champions

ALTO VISTA ROOFING, INC

906 Mercury Ave., Duncanville, TX 75137

PHONE : (210) 837-5501 EMAIL: smaron@altovistaroofing.com

March 18, 2025

2 YEAR CONTRACTOR WARRANTY

Roof Replacement

We (**Alto Vista Roofing, Inc.**) hereby acknowledge that all said roofing materials, metal flashings, counter flashings, insulation and the like have been installed in strict accordance with the manufacturer's standards for the roofing systems (**TPO Roofing System**) were applied. We further acknowledge that said workmanship (LABOR) used in conjunction with these applications of said roofing systems are able and experienced personnel.

Special Conditions

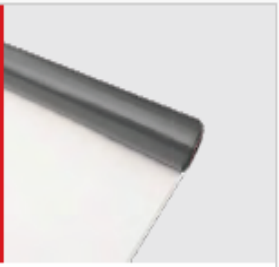
1. Contractor Meaning (**Alto Vista Roofing, Inc.**) hereby warrants the installation of said **TPO Roofing System)** for a period not to exceed two (2) years. Said two (2) year warranty for materials and workmanship shall become effective on the date of final payment
2. **Alto Vista Roofing, Inc.** shall repair any and all leaks that occur within the specified warranty period.
3. At any time during said warranty period **"City of Example"**, it's representatives thereof shall notify contractor within twenty-four (24) hours of any and all deficiencies that occurred thereafter.
4. The **"City of Example"**, shall allow **Alto Vista Roofing, Inc.** not less that seventy-two (72) hours from the time of notification to respond to such deficiencies.
5. Any attempts by **"City of Example"** representatives, Contractors, etc., to repair deficiencies without the express written consent of **Alto Vista Roofing, Inc.** shall NULL and VOID said warranty(s).
6. The **"City of Example"** hereto shall hold harmless **Alto Vista Roofing, Inc.** of any unforeseen act of God in regards to Hurricanes, Hail, Tornado's Typhoon's Tidal Waves, Etc. and or vandalism.
7. Additional conditions or exclusions: In the event that **Alto Vista Roofing, Inc.** is called for a leak unrelated to the particular items pertaining to this warranty, there will be a fee charged to the owner.

Contractor: Owner:

Alto Vista Roofing, Inc. **"City of Example",**

BY:_____

Duncanville
City of Champions



EverGuard® GAF TPO Membrane

45, 60, 80 mil

BASE BID

60 mil TPO

Durable. Efficient. Proven.

GAF knows thermoplastic polyolefin (TPO). Our EverGuard® TPO membrane construction has remained unchanged for decades. It's just one of the reasons we've sold more than 6 billion square feet. EverGuard® TPO offers flexibility, durability, UV reflectivity, and heat-sealable properties. It's inherently fungal resistant* and flexible without using plasticizers. Available in nominal and minimum thicknesses.

Competitive pricing and a 20-plus-year track record for performance make TPO the most popular option in the commercial roofing industry and specialized training from GAF Roofing It Right videos and CARE classes add to GAF's unmatched technical support.

Installation:

EverGuard® TPO is suitable for all types of single-ply systems:

- Mechanically Attached — for a quick and cost-effective system that can be installed practically year-round.
- Induction Welded — can be applied without using adhesives and installed practically year round. Qualifies for the same guarantee length as an adhered system.†
- Adhered — can be installed with EverGuard® TPO Quick Spray, EverGuard® TPO Quick Spray LV50, EverGuard® TPO Low VOC Bonding Adhesive, EverGuard® TPO 3 Square Low VOC Bonding Adhesive, EverGuard® TPO SBA 1121 Bonding Adhesive, or EverGuard® WB 181 Bonding Adhesive for the smoothest appearance.

Features:

EverGuard® TPO offers the following:

- Endures 2 to 2.5 times the industry standard, depending on thickness (ASTM D6878 weather resistance test*).
- Offers guarantees for eligible systems up to 20 years for 45 mil, 25 years for 60 mil, and 30 years for 80 mil.†
- Available in 12' rolls to cover more area with fewer rolls and seams
- Allows for heat-welded seams that provide greater seam strength to taped and other seams
- Creates a highly reflective and emissive white roof that can help reduce cooling costs‡ and urban heat island effect. (white, energy tan and energy gray only)

TPO Field Study:
As a relatively new roof technology, TPO performance was proven mostly in lab studies. So when real-world TPO systems started approaching 20-year marks, GAF acquired and analyzed EverGuard® TPO samples across the United States. We found 8- to 16-year-old TPO roofs to be performing well and in most instances, meeting the current ASTM D 6878-19 requirements for new membranes. Download the study from GAF.com.

MADE IN THE U.S.A. WITH DOMESTIC AND IMPORTED MATERIALS AMERICAN JOBS BY AMERICAN FACTWORKS

* Meets ASTM D21. GAF warranties and guarantees do not provide coverage against fungi or other biological growth. Refer to gaf.com for more information on warranty and guarantee coverage and restrictions.

† Additional requirements apply. Contact GAF for more information. Refer to sample guarantees, available at gaf.com, for complete coverage and restrictions.

‡ Energy cost savings are not guaranteed and the amount of savings may vary based on climate zone, utility rates, radiative properties of roofing products, insulation levels, HVAC equipment, efficiency and other factors.

Accessories:

EverGuard® TPO prefabricated accessories deliver consistent quality and eliminate the worry and problems often associated with field fabrication. They can also boost productivity while reducing labor.

- Coated Speedrite® and Hercules® Drain — TPO-coated flange for direct hot-air welding of TPO roof membranes.
- Corner Curb Wrap — Four standard sizes to flash 24", 36", 48", and 60" curbs.
- Ruled Corner — For use in flashing outside corners of base and curb flashing.
- Inside Corner — Manufactured to accommodate inside corners of base or curb flashing.
- Preformed Split Pipe Boot — Three standard sizes accommodate most pipes and conduits.
- Preformed Vent Boot — Accommodates most common pipes and conduits from 1" (25.4 mm) to 6" (152 mm).
- Scupper — Heat-welds to the scupper for a strong, secure installation.
- Split Pourable Sealant Pocket — Cuts to size and offers a low profile to help seal varying penetrations with less sealant.
- Square Tube Wrap — Tube wraps are split with overlaps to wrap around square or rectangular tubing.
- T-Joint Cover Patches — Conforming seal for use over T-joints in 60- and 80-mil membrane applications.
- TPO Cover Tape — Self-adhered TPO ideal for stripping-in TPO and edge metal.
- Universal Corner — Accommodates both inside and outside corners of base and curb flashings.
- Vent — For use in venting low-slope mechanically attached roofs.
- Walkway Roll — Heat-welds directly to TPO membrane or installs with seam tape. Available in gray and yellow.

For additional information, contact GAF Design Services at 1-877-423-7663 or designservices@gaf.com

We protect what matters most® GAF

Duncanville
City of Champions

EverGuard® TPO Membrane

45, 60, 80 mil

Physical Properties (ASTM D6878)

Type	ASTM Test Method	ASTM D 6878 Minimum	EverGuard® TPO Test Values (approx.)*		
			45 mil	60 mil[2]	80 mil
TPO Nominal Thickness	ASTM D751	0.039"	0.045" (1.14 mm)	0.060" (1.52 mm)	0.080" (2.03 mm)
Thickness Over Scrim	ASTM 7635	0.015"	15.8 mil (nominal)	26.1 mil (nominal)	31.4 mil (nominal)
Breaking Strength	ASTM D751 Grab Method MD	220 lbf	375 lbf x 330 lbf (559 x 492 kg/m)	600 lbf x 360 lbf (596 x 536 kg/m)	640 lbf x 390 lbf (856 x 581 kg/m)
Elongation at Break	ASTM D751	15%	30%	30%	30%
Tear Strength	ASTM D751 (8" x 8" sample)	55 lbf	90 lbf x 120 lbf (134 x 179 kg/m)	70 lbf x 130 lbf (104 x 194 kg/m)	100 lbf x 180 lbf (149 x 268 kg/m)
Brittleness Point	ASTM D2137	-40 °F	-60 °F	-60 °F	-60 °F
Ozone Resistance	ASTM D1149	No cracks @ 7x magnification	No visible deterioration @ 7x magnification	No visible deterioration @ 7x magnification	No visible deterioration @ 7x magnification
Properties after Heat Aging	ASTM D573	≤1.5% weight change after 8 weeks @ 275° F. No cracks @ 7x magnification	Pass	Pass	Pass
Properties after Heat Aging, UAWS		Total radiation @ 8400 MJ/m² UV, no cracking	Pass	Pass	Pass
Linear Dimensional Change	ASTM D1204	≤1%	0.2%	0.6%	0.6%
Water Absorption	ASTM D471	≤3%	0.7%	0.7%	0.7%
Factory Seam Strength	ASTM D751	66 lbf	115 lbf (membrane failure) (171 kg/m)	145 lbf (membrane failure) (216 kg/m)	155 lbf (membrane failure) (231 kg/m)
Weather Resistance	ASTM G155	10,080 kJ/(m²•nm) at 340 nm. No cracks @ 7x magnification	>20,000 kJ/(m²•nm) at 340 nm	>25,000 kJ/(m²•nm) at 340 nm	>25,000 kJ/(m²•nm) at 340 nm
Air Permeance	ASTM E2178		<0.02 L/(s • m²)	<0.02 L/(s • m²)	<0.02 L/(s • m²)

Note 1: Certain data is provided in MD (machine direction) x CMD (cross machine direction) format.
Note 2: Values stated are approximate and subject to normal manufacturing variation. These values are not guaranteed and are provided solely as a guide.
Note 3: Also available in minimum 60 mil thickness.

Additional Physical Properties

Puncture Resistance	FTM 101 C Method 2031	Not established	>350 lb. (159 kg)	>380 lb. (172 kg)	>380 lb. (172 kg)
Permeance	ASTM E96	Not established	<0.06 Perms	<0.06 Perms	<0.06 Perms
Guarantee			Up to 20 years	Up to 25 years	Up to 30 years

Sustainability Ratings/Certifications

		Cool Roof Rating Council (CRRC)					
		Initial			Aged		
Color	Rated Product ID#	Solar Reflectance (ASTM C 1549)	Thermal Emittance (ASTM C 1371)	Solar Reflectance Index (ASTM E 1980)	Solar Reflectance (ASTM C 1549)	Thermal Emittance (ASTM C 1371)	Solar Reflectance Index (ASTM E 1980)
White	0676-0001	0.76	0.90	96	0.68	0.83	81
Energy Gray	0676-0045	0.72	0.87	88	0.67	0.90	82
Energy Tan	0676-0039	0.72	0.89	89	0.66	0.89	80

LEED Information	
Manufacturing Location	Mount Vernon, IN, New Columbia, PA, Cedar City, UT, Gainesville, TX

For additional information, contact GAF Design Services at 1-877-423-7663 or designservices@gaf.com

We protect what matters most™

Duncanville
City of Champions

EverGuard® TPO Membrane

45, 60, 80 mil

Applicable Standards/Approvals

	Miami Dade County Product Control Approved	UL Evaluation Report UL ER13306-01	ICC-ES Evaluation Report ESR-4676 (Cedar City, UT only)
FM APPROVED	FM Approved (Refer to FM RoofNav.com for actual assemblies)	Meets or exceeds the requirements of ASTM D6878.	State of Florida Approved
CLASSIFIED UL	Classified by UL in accordance with ANSI/UL 790. (Refer to UL Product iQ for actual assemblies).	Meets or exceeds the requirements of the Texas Department of Insurance.	CRRC Rated — Can be used to comply with 2022 Title 24, Part 6, Cool Roof Requirements of the California Code of Regulations (White, Energy Tan, and Energy Gray only)

Product Data

Roll Size	EverGuard® TPO 45	EverGuard® TPO 60	EverGuard® TPO 80
12' Roll Size	12' x 100' (3.66 x 30.5 m) 1,200 sq. ft. (111.5 sq.m)	12' x 100' (3.66 x 30.5 m) 1,200 sq. ft. (111.5 sq.m)	12' x 100' (3.66 x 30.5 m) 1,200 sq. ft. (111.5 sq.m)
12' Roll Weight (Average)	307 lb. (139 kg)	386 lb. (175 kg)	504 lb. (228 kg)
10' Roll Size	10' x 100' (3.05 x 30.5 m) 1,000 sq. ft. (92.9 sq.m)	10' x 100' (3.05 x 30.5 m) 1,000 sq. ft. (92.9 sq.m)	10' x 100' (3.05 x 30.5 m) 1,000 sq. ft. (92.9 sq.m)
10' Roll Weight (Average)	256 lb. (116 kg)	322 lb. (146 kg)	420 lb. (191 kg)
8' Roll Size	8' x 100' (2.43 x 30.5 m) 800 sq. ft. (74.3 sq.m)	8' x 100' (2.43 x 30.5 m) 800 sq. ft. (74.3 sq.m)	8' x 100' (2.43 x 30.5 m) (800 sq. ft. (74.3 sq.m)
8' Roll Weight (Average)	204 lb. (93 kg)	257 lb. (117 kg)	336 lb. (152 kg)
6' Roll Size	6' x 100' (1.83 x 30.5 m) 600 sq. ft. (55.7 sq.m)	6' x 100' (1.83 x 30.5 m) 600 sq. ft. (55.7 sq.m)	6' x 100' (1.83 x 30.5 m) 600 sq. ft. (55.7 sq.m)
6' Roll Weight (Average)	153 lb. (70 kg)	194 lb. (88 kg)	252 lb. (114 kg)
5' Roll Size	5' x 100' (1.52 x 30.5 m) 500 sq. ft. (46.5 sq.m)	5' x 100' (1.52 x 30.5 m) 500 sq. ft. (46.5 sq.m)	5' x 100' (1.52 x 30.5 m) 500 sq. ft. (46.5 sq.m)
5' Roll Weight (Average)	128 lb. (58 kg)	162 lb. (74 kg)	210 lb. (95 kg)

Product Data Cont.

Colors	White, Gray, Energy Gray, Slate Gray, Tan, Energy Tan, Desert Tan, Dark Bronze, Dark Brown, Goldenrod, Sky Blue, Regal Blue, Electric Blue, Hartford Green, Patina Green, Regal Red, Terra Cotta.
Storage	Store on pallets in a clean, dry area at temperatures below 100°F (38°C).
Safety Warning	Membrane rolls are heavy. Employ at least two people to position and install.

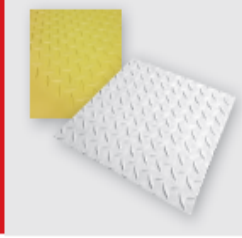
For additional information, contact GAF Design Services at 1-877-423-7663 or designservices@gaf.com

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TPO Accessory

EverGuard® TPO
GAF WalkwayRoll
Single-Ply Accessory



Description:

Protect rooftop membranes exposed to repeated foot traffic with EverGuard® TPO Walkway Roll. Used around HVAC areas, hatches, doors, and other access points. It features a raised diamond pattern for enhanced traction and smooth edges for better welding. Factory-built accessories reduce risk of leaks and callbacks, and help create a uniform aesthetic. This easy-to-install accessory saves time and labor costs, and creates a uniform aesthetic.

Application:

- Heat weld EverGuard® TPO Walkway Roll to the roof membrane surface continuously around the walkway roll perimeter. Rolls must be spaced at least six inches (152 mm) apart to allow for drainage.
- EverGuard® TPO Walkway Roll is designed for use with EverGuard® TPO single-ply membranes and with EverGuard Extreme® and EverGuard® TPO self-adhering membranes.
- The factory-coated accessories may be installed on mechanically attached, fully adhered, or self-adhered EverGuard® TPO roofing and specifications manual for detailed instructions.

Product Information:

EverGuard® TPO Walkway Roll is made from EverGuard® and recycled TPO. The roll measures 34" x 50' (864 mm x 15.24 m), and the diamond pattern measures 30" (762 mm) with 2" smooth sides for welding. Rolls provide 140-mil thickness and are available in standard gray or safety yellow.

ALTERNATE BID WALKS PADS



Visit **gaf.com**

For additional information, contact GAF Design Services at 1-877-423-7663 or designservices@gaf.com

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GAF Acrylic Top Coat



Description:

GAF Acrylic Top Coat is a water based, acrylic elastomeric top coat that is part of the GAF Acrylic Coating System. GAF Acrylic Top Coat is designed to be applied over GAF Acrylic Base Coat. GAF Acrylic Top Coat forms a monolithic coating that helps provide protection against damage from the exposure to UV and weather elements. It is also effective in sealing and encapsulating spray polyurethane foam (SPF).

Approved Substrates:

New and existing metal, structural concrete, TPO, PVC, Hypalon®, SPF, EPDM, and asphaltic roofs. New TPO and asphaltic roofs should be weathered for at least 30 days. Do NOT use on gravel-surfaced roofs or shingle roofs.

Packaging Sizes:

- 5 gallon (19 liter) pail
- 55 gallon (208 liter) drum
- 275 gallon (1040 liter) tote

Storage and Shelf Life:

Product Storage Temperature: 50°F – 90°F (10°C – 32°C) do not allow coating to freeze.

Shelf Life: 18 months from date of manufacture in unopened containers, if stored properly in a clean and well-ventilated area.

Application Instructions:

Substrate Preparation: Roof must have positive drainage, and be clean and dry with no trapped moisture. Repair damaged membrane, flashings, and penetrations. Conduct test patches to verify adhesion of coating prior to start of work. Priming of substrate is recommended and may be required. See Liquid-Applied Roofing Manual at gaf.com.

Mixing: Mix uniformly for 3 minutes prior to use. Do NOT attempt to thin or self-tint.

Application: Apply by brush, roller, or airless sprayer evenly at the rates specified below. Do NOT apply more than 1.5 gallons per 100 ft² (6.1 L per 10 m²) in a single coat. Apply additional coats perpendicular to the previous coat once it is dry enough to walk on. Total coverage is dependent on the substrate.

Warranty:

Refer to applicable warranties and guarantees, available at gaf.com, for complete coverage and restrictions.

Limitations and Precautions:

Application Air Temperature: min. 50°F (10°C). Do not heat containers.

Application Surface Temperature: 50°F (10°C) and rising. Care should be taken when coating surfaces above 120°F. Contact GAF Design Services if you have application questions. Do NOT apply if rain, dew, fog, heavy moisture, condensation, or freezing temperatures are in the 8-hour forecast to ensure proper cure. Cool temperatures/high humidity may slow curing.

Safety and Handling:

For specific information regarding safe handling of this material, please refer to the Safety Data Sheet (SDS).

Clean Up:

Use water and soap to thoroughly flush equipment.

ALTERNATE BID METAL CANOPIES



Visit **gaf.com**

For additional information, contact GAF Design Services at 1-877-423-7663 or designservices@gaf.com

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GAF Acrylic
Top Coat

Physical Properties — (ASTM D 6083-21)

Liquid Physical Property Requirements

Type	ASTM Test Method	ASTM Minimum Values (Type I)	Test Values*
Volume Solids	ASTM D2697	≥50%	53%
Weight Solids	ASTM D1644	≥60%	66%

Film Physical Property Requirements

Type	ASTM Test Method	ASTM Minimum Values (Type I)	Test Values*
Initial Percent Elongation	ASTM D2370	Min. 100% @73°F	258%
Initial Tensile Strength	ASTM D2370	Min. 200 psi @73°F	284 psi
Final Percent Elongation	ASTM D2370	Min. 100% @73°F	Pass
Permanence	ASTM D1653	Max. 50 perms	Meets ASTM D6083
Accelerated Weathering	ASTM D6706	No cracking/checking	1,000 hours: Pass
Low Temperature Flexibility	ASTM D522	Min. Pass 0.5" mandrel -15°F	Passes Type I

Additional Physical Properties

Type	ASTM Test Method	Test Values*
Weight per Gallon/Liter	—	11.8 lb. (1.41 kg)
VOC	—	<25 g/L
Hardness	ASTM D2240	55-65 Shore A
Bond Strength	ASTM C297	Exceeds cohesive strength of coating
Dry Time	ASTM D6895	3 hours @ 70°F (21°C), 50% R.H. White @ 16 wet mils (406 microns) Required time will increase at higher humidity and/or lower temperatures
High-Temperature Stability	ASTM D794	No age hardening up to 250°F (121°C)
Resistance to Wind-Driven Rain	Federal Specification — TTC-555B	0.3% moisture result
Service Temperature Limits (Installed Coating)	—	-30°F to 200°F (-35°C to 93°C)
Standard Colors	—	White. Light Gray. Dark Gray. Tan. Light Tan. Customized tinting available.

Approvals

CRRC (Cool Roof Rating Council)
coolroofs.org

Product ID	Type	Solar Reflectance	Thermal Emittance	Solar Reflectance Index (SRI)
Smooth White 0614-0004a	Initial	0.83	0.92	105
	Aged	0.71	0.90†	87

UL Listed
ANSI/UL 790 Class A. Refer to UL Product iQ for actual assemblies.

Title 24
Can be used to comply with Title 24, Part 6, Cool Roof Requirements of the California Code of Regulations.

FM Approved
FM 4470
Refer to RoofNav for actual assemblies.

Miami-Dade County Product Control Approved†
20-0130.07

State of Florida Approved
FL620

* Values are approximate and subject to normal manufacturing variations. These values are not guaranteed and are provided solely as a guide.
† Formerly known as "Roofmate Top Coat"

For additional information, contact GAF Design Services at 1-877-423-7663 or designservices@gaf.com

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ALTO VISTA ROOFING INC.

ALL TYPES OF ROOFING AND WATER PROOFING INSURED· NEW ROOFS· RE-ROOFS· REPAIRS· BUILT UP, SHINGLES, SINGLE PLY

BONDED· RESIDENTIAL/COMMERCIAL· FREE ESTIMATES
CERTIFIED BY MAJOR ROOF MANUFACTURERS WARRANTIES FOR UP TO 30 YEARS NO DOLLAR LIMITS
SERVICE AGREEMENTS/CONTRACTS AVAILABLE

Project :	Roof Replacement at Field House
Subject:	Alternate proposal # 3 (Extended warranty)
Job name:	Field House Roof Replacement
Owner:	City of Duncanville
Roof Consultant:	N/A
Date:	04/23/25

906 Mercury Ave. Duncanville, Tx 75137 - email: smaron@altovistaroofing.com- (210)837-5501

Duncanville
City of Champions

This is an optional proposal in addition to the roof replacement base bid. This is a great value added option that very few manufactures and contractors can offer there clients.

Description:

GAF has teamed up with a group of selected contractors to offer clients who are replacing there roofs with a 20 year warranty the option to extend the warranty an additional 5 yrs/25% to total 25 years with no exceptions.

Due Diligence maintenance to maintain warranties:

All roofing manufacturers regardless of roofing type require owners to conduct routinely inspections and exercise house keeping measures to ensure avoidable issues due to lack of maintenance and not void warranty.**(most owners neglect this)**

Terms:

This extended warranty entails owner would agree Alto Vista Roofing conduct a yearly inspection beginning the 3rd year after installing the roof. Totaling 22 inspections over the 25 year span. GAF would remind the client every year to schedule the inspection with Alto Vista to conduct its yearly inspection and Alto Vista would provide a post inspection report to the owner with its findings and corrections.

Savings:

Conventional 25 year warranty roofs have upfront cost upwards of 50% in materials cost and increase the construction cost 25%-30%. This maintenance plan cost is spread out over 22 years and helps ensure your investment is being guarded to help prolong its life by being addressed annually by a professional.

Cost:

Yearly site-inspections will be invoiced individually to the owner from Alto Vista and will have a fee per inspection. This fee includes maintenance items such as housekeeping cleaning drains, gutters, leaves, fallen debris, dried sealants, dried out rubber washers etc. (a full list will be provided along with annual checklist)

Years 3-5	$.042 sqft	=$1,000.00
Years 5-15	$.05 sqft	=$1,250.00
Years 15-25	$.063 sqft	=$1,500.00

Total investment over 25 years with maintenance plan $ 29,500.00
Cost Comparison versus conventional 25 year roof upfront $75,000.00

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Duncanville
City of Champions

Please feel free to contact me for any questions or clarifications.
Salomon Maron
(210)837-5501
smaron@altovistaroofing.com

906 Mercury Ave. Duncanville, Tx 75137 - email: smaron@altovistaroofing.com- (210)837-5501

Duncanville
City of Champions

GAF WellRoof®
Guarantee Extension

Available exclusively through GAF PlatinumElite® Commercial Contractors

Your roof is constantly under attack from the elements, including rain, wind, extreme cold and heat, UV rays, contaminants, and more. Since it forms the first line of defense against unexpected and unwanted expenses, postponing roof maintenance can impact your entire business, from shortening the longevity of the roof itself to disrupting business, employees, and tenants.

That's why GAF offers the **GAF WellRoof® Guarantee Extension** — through our PlatinumElite™ Commercial Contractors — which extends the duration of **GAF Diamond Pledge™ NDL Roof Guarantees by up to 25%** for eligible roofs.* The roof must be inspected annually by your PlatinumElite™ Commercial Contractor and additional requirements and restrictions apply. Contact GAF for more information.

Long-term protection and inspection

Regular, professional commercial roof maintenance can help protect your roof investment by giving you a chance to:

- Identify small problems, like loose flashings, clogged drains, and standing water, before they become expensive issues
- Prevent accumulation of chemical contaminants that may harm the roof membrane
- Remove wind-blown debris that can damage, or even puncture, the roof
- Keep reflective surfaces clean so they can provide maximum reflectivity
- Remove organic debris that can provide a food source for destructive algae, plants, birds, and four-legged pests
- Meet the owner maintenance requirements in GAF guarantees

Below the roof, professional maintenance can help prevent lost revenue from:

- Damage to building contents
- Dissatisfied tenants
- Premises liability exposure
- Reduced space as leaks put rooms or floors out of service
- Equipment downtime

*Up to maximum guarantee duration offered.



It only takes one storm

One storm can alter the condition of your roof in a matter of hours. Having a professional inspect right away for debris, water, clogged drains, loosened flashings, and wind uplift can often mean the difference between a simple clean-up and an expensive repair.

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GAF Commercial

guaranteeservices@gaf.com
877-423-7663 Options 3-3

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In order for your roof to qualify for a WellRoof® Guarantee Extension, your PlatinumElite Commercial Contractor must:

- Check for leaks, staining, and missing mortar
- Decide if the roof needs cleaning, and identify traffic patterns where walkway pads may be needed
- Inspect for signs of movement, paint any rusted metal, or recaulk as necessary
- Examine interior roof deck, walls, and ceiling
- Check for signs of leaks or deterioration
- Evaluate base flashing, metalwork, caulking, and anything in the exterior perimeter that could affect the watertight integrity of the roof
- Examine the general condition of the roof: look for evidence of leaks, debris, or damage to the membrane
- Evaluate penetrations for proper detailing and evidence of potential leaks
- Redistribute ballast; note damage/deficiencies; inspect coating
- Fill all pitch pans; inspect pipe boots
- Clear all gutters, downspouts, and scuppers; clean out drains; check strainers and clamping rings

...and finally:

- Communicate roof maintenance needs to you
- Make maintenance-related repairs as necessary
- Provide documentation to you (and GAF) that needed repairs have been made

If Your Basic Diamond Pledge™ Coverage Is..	Your Added Coverage Is..	And Your Total Guarantee Coverage With WellRoof® Extension Is..
10 years	2½ more years	12 ½ years
12 years	3 more years	15 years
15 years	3 ½ more years	18 ½ years
20 years	5 more years	25 years
25 years	6 ½ more years	31 ½ years
30 years	5 more years	35 years

To find out more about the GAF WellRoof® Extension and setting up a maintenance program for your roof, contact your GAF PlatinumElite™ Commercial contractor or local GAF Territory Manager.



GAF Commercial

guaranteeservice@gaf.com
877-423-7663 Options 3-3

Duncanville
City of Champions

• AIA Document A305



Contractor's Qualification Statement
1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC. The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

1. FIRM INFORMATION

Name of firm: Alto Vista Roofing Inc.

Address of Principal Office: 906 Mercury Ave, Duncanville, Texas 75137

Telephone Number: (210) 837-5501

Form of Business Organization: Corporation

Year Founded: 2012

Primary Individual to contact: Salomon Maron

2. ORGANIZATION:

2.1 How many years has your organization been in business in construction in its current capacity

SINCE 2012

2.2 How many years has your organization been in business under its present name? 13 years. Under what other or former names have you operated? n/a

• AIA Document A305

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's names(s), Secretary's Name , and Treasurer's name.

Date of incorporation: July 20, 2012

State of incorporation: Texas

President's name: Salomon Maron

Vice-president's name(s): N/A

Secretary's name: Amanda Johnston

2.4 If your organization is a partnership, answer the following: Date of organization, type of Partnership, if applicable, names of general partner (s)

2.5 If your organization is individually owned, answer the following: Date of organization: July 20, 2012 Name of owner: Salomon Maron

2.6 If the form of your organization is other than those listed above, describe it and name the Principals.

3. LICENSING

3.1 List jurisdictions and trade categories in which your organization is legally Qualified to do business, and indicate registration or license numbers, if applicable.

Demolition Roofing (all phases)

Remodeling

Plumbing

Painting

Carpentry

Water Proofing

Masonry

Exterior Wall Systems



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City of Champions

• AIA Document A305



3.2 List Jurisdictions in which you organization's partnership or trade name is field

Texas

4. EXPERIENCE

4.1 List the categories of work that your organization normally performs with its own forces.

Demolition
Roofing (All Phases)
Remodeling
Plumbing
Painting
Carpentry
Water Proofing
Masonry
Exterior Wall Systems

4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

NONE

4.3 Claims and suits (If the answer to any of the questions below is yes, please attach details.)

4.4 Has your organization ever failed to complete any work awarded to it?

NO

4.5 Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against your organization or its officers?

NO

4.6 Has your organization filed any lawsuits or requested arbitration with regard to construction contract within the last five years?

NO

Duncanville
City of Champions

• AIA Document A305

4.7 Within the last five years, has any officer or principal of you organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

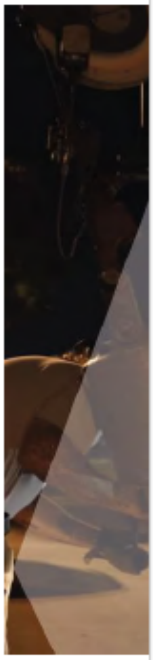
NO.

4.8 Approved Manufacturers: Firestone, Versico, Genflex, Garland, Soprema, Sika Sarnifil, Henry Coatings, Everest Coatings, GAF, Hyload, Western Colloid

5. FINANCIAL INFORMATION.

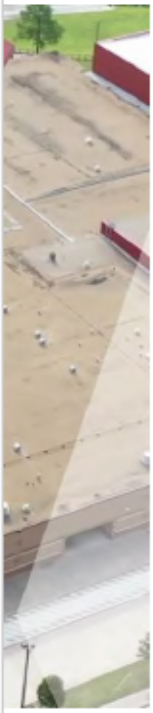
5.1 Provide name, address, and phone number for the proposer's principal bank reference.

PlainsCapital Bank, Juan P. Martinez, 25 E Price Rd, Brownsville, TX 78521, 956-554-7109



Duncanville
City of Champions

• AIA Document A305



6. - PERSONNEL:

Given the scope and schedule of the project, identify the specific Project Manager, Manager, Estimator, and Superintendent who would work on the project. Provide a resume and references for each individual.

SALOMON MARON
1113 Laon Lane
Desoto, TX 75115

Drivers License: 12888077

Education: University of Texas Brownsville BA. International Business - 2002

Experience:
Alto Vista Roofing, Inc. 906 Mercury Ave. Duncanville, TX 75137 President 2012-Present

CS Advantage USAA, Inc. (Roofing Contractor) P.O. Box 12407 College Station, TX 77842 Director of Operations/Chief Estimator 2010-2018

Advantage USAA, Inc. (Roofing Contractor) 13350 Rebecca Creek Rd. Spring Branch, TX 78070 Project Manager 2007-2010

Gulf Coastal Building Materials 1251 E Expressway 83 San Benito, TX 78586 Owner 2003-2007

Duncanville
City of Champions

• PROGRESS SCHEDULE

Progress Schedule

1. Pre-Construction Schedule

1. Post-Notice of Award: Submit all bonding and insurance requirements to owner.
2. Submit schedule of values and pay request template for approval.
3. Submit all material and product data to architect/engineer.
4. Schedule on site pre-construction meeting; determine lay down areas and address owners concerns/requests.
5. If necessary, acquire building permits and wind uplift report.
6. Post material submittal approval place order on materials.
7. THOROUGH photo documentation of pre-existing conditions of entire building and grounds.
8. Distribute plans and specs to Alto Vista construction team.
9. If project requires, schedule MEP, etc. contractors.

1. Safety Plan

1. Day 1: Meet with foreman and crews to go over SAFETY requirements, gear, procedures.

AT ALL TIMES THE CONTRACTOR WILL COMPLY WITH OSHA REQUIREMENTS AND ANY LOCAL AND STATE REGULATIONS.

1. SAFETY GLASSES
2. HARDHATS
3. LEATHER GLOVES
4. ROOF HARNESSES
5. SPOTTER/FLAGGER FOR PEDESTRIAN SAFETY
6. FIRST AID KITS
7. FIRE EXTINGUISHERS
8. OVERHEAD PROTECTION
9. FENCE PLACEMENT
10. ROOF SAFETY PERIMETER WITH FLAGS
11. CHECK FOR LEAKS OR CRACKS ON PROPANE LINES
12. TIE-OFF LADDERS

1. Construction Phase

1. All roofing that is removed will be replaced and left in watertight conditions before end of day.
2. Throughout the day fallen and misc debris will be addressed to insure property cleanliness and safety.
3. All materials will be covered with tarps, protecting from the elements.
4. Constant line of communication with superintendents and foremen to insure satisfactory progress.
5. Daily photo reports from foremen/superintendents will be sent to Alto Vista management.
6. Weekly on-site visits will be conducted by project manager to confirm quality control, progress, and safety requirements are on track.
7. Upon completion of roof installation, crews will address any unpleasing esthetics on roof to owner satisfaction.
8. Conduct final inspection with manufacturer, architect and owner.
9. Complete any punch list items if necessary.

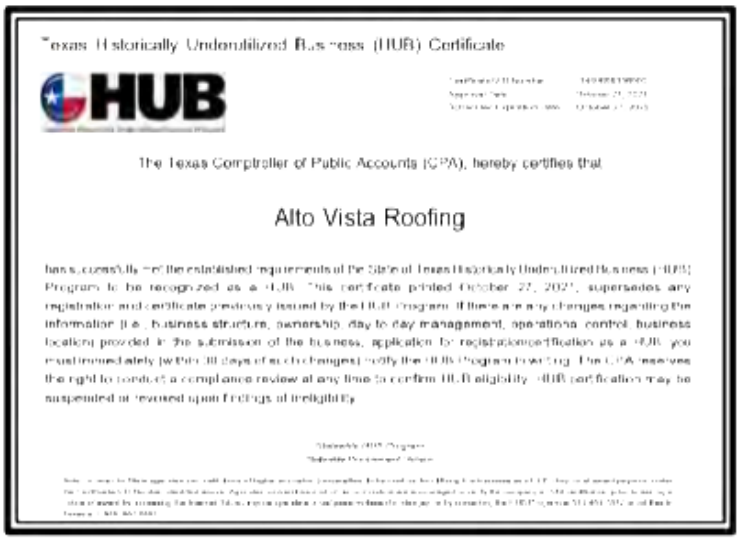
10. Any and all unforeseen conditions will be photo documented and sent to owner/architect immediately for instructions on how to proceed.

1. Project Closeout

1. Submit to owner/architect all required closeout documents as specified.
2. Issue Contractor and Manufacturer Warranties.
3. Submit final pay application.

Duncanville
City of Champions

• ACCREDITATIONS



Texas Historically Underutilized Business (HUB) Certificate

HUB

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Alto Vista Roofing

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed October 27, 2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operations control, business location) provided in the submission of the business application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Exhibit B – Engineered Approved Plans and Specification

Not applicable to this project.

Exhibit C – Solicitation Document

Not applicable to this project. Emergency Procurement procedures allowed per the Texas Government Code 252-022 provide an exemption to competition.

Exhibit D – Project Insurance

Duncanville
City of Champions

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2025

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 Hughston Insurance Agency, Inc. PO Box 8550 Brownsville TX 78526	CONTACT NAME: Peggy Gonzales PHONE (A/C, No, Ext): (956) 542-4387 FAX (A/C, No): (956) 542-8335 E-MAIL ADDRESS: peggy@hiains.net
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Texas Mutual Insurance Company — 22945
INSURED Alto Vista Roofing, Inc. 9668 County Rd 147 Kaufman TX 75142 (210) 837-5501	INSURER B: Admiral Insurance Company — 24856
	INSURER C: Richmond National Insurance Co — 17103
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES — CERTIFICATE NUMBER: Cert ID 4695 (21) — 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	
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CA30309025402	09/05/2024	09/05/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			RN70501704-01	09/21/2024	09/05/2025	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0032841909	12/20/2024	12/20/2025	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured is included on the General Liability policy per endorsement CG2010 12/19

CERTIFICATE HOLDER	CANCELLATION
City of Duncanville 203 East Wheatland Rd. Duncanville TX 75116	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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ACORD 25 (2016/03) — The ACORD name and logo are registered marks of ACORD

Page 1 of 1

Exhibit E – Project Bonding (Payment and Performance Bonds)

TEXAS STATUTORY PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto City of Duncanville, 203 E. Wheatland Rd., Duncanville, TX 75138 (hereinafter called the Obligee), in the amount of _____ Dollars ($) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____day of ___, ____ for _____, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of _____, _____.

PRINCIPAL: _____

BY: _____

SURETY: _____

BY: _____

The Resident Agent of Surety in Dallas County, Texas, for delivery of notice and service of the process is:

Name:_____

Address:_____

Surety:_____

Title:_____

NOTE: The Date of the Performance Bond **MUST BE** the date of the contract. If Resident Agent is not a corporation please give a person's name.

TEXAS STATUTORY PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____, (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto City of Duncanville, 203 E. Wheatland Rd. , Duncanville, TX 75138 (hereinafter called the Obligee), in the amount of _____Dollars ($) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the ___ day of ___,____ for _____, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of _____, _____.

PRINCIPAL: _____

BY: _____

SURETY: _____

BY: _____

The Resident Agent of Surety in Dallas County, Texas, for delivery of notice and service of the process is:

Name:_____

Address:_____

Surety:_____

Title:_____

NOTE: The Date of the Performance Bond **MUST BE** the date of the contract. If Resident Agent is not a corporation please give a person's name.

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chap. 176. However, the general definition of "affiliation" would mean any association or connection. So, any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.
2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state "None."**
4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state "None."**
5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the "Yes" box in Section 5 A, B, or C.
6. Describe any other affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.
7. **Signature box. Date and sign the form. A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed 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 government 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.

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.**

5

_____ _____
Signature of vendor doing business with the governmental entity Date

Exhibit G – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit H – Texas House Bill 89 Verification Statement
(to be submitted in Phase I)

For the City of Duncanville, Texas, Agreements

I, _____(Person name), the undersigned representative of (Company or Business name)_____

_____

_____(hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

DATE SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit I – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, the Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to the Service Provider an affidavit containing the information required by
Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

___ _____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

_____ _____

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

Executed on_____, 20__, in_____(city),_____(state).

_____ _____

BY: Service Provider Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

Exhibit I.1 – Subcontractor to Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the _____, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

_____

Federal Work Authorization User Identification Number Date of Authorization

_____ _____

Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on_____, 20__, in_____(city), _____ (state).

_____ _____

BY: Subcontractor Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

Exhibit J – SAM.GOV RECORD SUBMISSION

Insert System for Award Management (SAM) record search for company name and company principal (here)

Exhibit K – Required Federal Terms and Conditions and Forms *(As May Be Applicable)*

City of Duncanville – American Rescue Plan Act (ARPA)

Contract Addendum Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Duncanville by the US Department of Treasury under the American Rescue Plan Act ("ARPA Funds"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). In using such funds, the City must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("Treasury") governing the expenditure of monies distributed from the ARPA Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the ARPA Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the ARPA Funds (collectively, the "Regulatory Requirements"). Additionally, pursuant to the Regulatory Requirements, the City must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 other than such provisions as Treasury has determined or may determine are inapplicable to the ARPA Funds and pursuant to 2 C.F.R. §200.327 the City must include within any contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum.

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Duncanville, in accordance with the requirements of an award of this project; by ARPA and its implementing regulations; and as established by the Treasury Department.

A. Equal Employment Opportunity. If this contract is a Federally Assisted Construction Contract (as defined in 41 C.F.R. §60-1.3) exceeding $10,000, during the performance of this contract, contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for [1] employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. Contractor will furnish to the Administering Agency (as specified in 41 C.F.R. §601.3) and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and contractor may be declared ineligible for further government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this section and the provisions of paragraphs A.1. through A.7. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to

section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor [2] or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Administering Agency, contractor may request the United States to enter into such

litigation to protect the interests of the United States. The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the City so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. The City agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of contractor and any subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

10. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractor and any subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. **Copeland "Anti-Kickback" Act.** Contractor and any subcontractors performing work under the contract shall comply with 18 U.S.C. §874. The City shall report all suspected or reported violations to Treasury. [3]

C. **Suspension and Debarment.**
1. This contract is a covered transaction for purposes of 2 CFR §180.210 and 31 CFR §19.2103000. Therefore, this Contract is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to $25,000

(2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).

2. As such, the contractor is required to verify that contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) of both contractor and contractor's principals are not excluded (defined at 2 CFR § 180.935) and are not disqualified (defined at 2 CFR § 180.935).

If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. §19.120(a) (a) this contract shall be void; (b) City shall not make any payments of federal financial assistance to contractor; and (c) City shall have no obligations to contractor under this contract.

3. The contractor must comply with 2 CFR pt. 180, subpart C and 31 CFR pt. 19, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City and all liability arising from an erroneous representation shall be borne solely by the contractor.

4. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 31 CFR pt. 19, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. **Byrd Anti-Lobbying Amendment**, 31 U.S.C. § 1352, as amended.

1. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency. This certification is a material representation of fact upon which City has relied when [4] entering into this contract, and all liability arising from an erroneous representation shall be borne solely by contractor.

2. ***Purchases over $100,000 - Contractors must sign the certification on the last page of this addendum and shall cause any subcontractors with a subcontract (at any tier) exceeding $100,000 to file with the tier above it the same certification.**

E. **Access to Records**.

1. Contractor agrees to provide the City of Duncanville, the U.S. Department of Treasury, the

Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, investigations and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

2. Contractor agrees to retain all records covered by this section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving the contract

F. **Rights to Inventions Made Under a Contract or Agreement.**

1. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright OWNER's consent, the Government may not extend its federal license to any other party.

(a) Any subject data developed under the contract, whether or not a copyright has been obtained, and

(b) Any rights of copyright purchased by contractor using federal assistance funded in whole or in part by the Department of the Treasury.

2. Unless Treasury determines otherwise, a contractor performing experimental, developmental, or research work required as part of this contract agrees to permit Treasury to make available to the public either (a) Treasury's license in the copyright to any subject data developed in the course of the Contract or (b) a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this contract is not completed for any reason whatsoever, all data developed under the contract shall [5] become subject data as defined herein and shall be delivered as the Government may direct.

3. Unless prohibited by Texas law, upon request by the Government, contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the contractor.

4. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

5. Data developed by contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying contract is exempt from the requirements herein, provided that contractor identifies that data in writing at the time of delivery of the contract work. Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

6. For the purposes of this section "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the contract."

G. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §3702 and §3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under §3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. §3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of [6] supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

H. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than $150,000).**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

3. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Duncanville and understands and agrees that the City will, in turn, report

each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

I. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

1. Definitions. Unless otherwise defined in this contract, capitalized terms used in this section shall have the meanings ascribed thereto in this section.

(a) "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

(b) "Covered Foreign Country" means the People's Republic of China.

(c) "Covered Telecommunications Equipment or Services" means (i) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (ii) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (iii) telecommunications or video surveillance services provided by such entities or using such equipment; [7] or (iv) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

(d) "Critical Technology" means (i) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (ii) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (iii) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (iv) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (v) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such

Code; or part 73 of title 42 of such Code; or (vi) emerging and foundational technologies controlled pursuant to §1758 of the Export Control Reform Act of 2018 (50 U.S.C. §4817).

(e) "Interconnection Arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

(f) "Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

(g) "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(h) "Telecommunications Equipment or Services" means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services. [8]

2. **Prohibitions.**

(a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(b) Unless an exception in applies, contractor and any subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:

i. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system.

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system.

iii. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or

iv. Provide, as part of its performance of this contract, any subcontract; any other contractual

instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

3. **Exceptions.**

(a). This clause does not prohibit contractor or subcontractors from providing:

i. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(b). By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment that:

(a) Is not used as a Substantial or Essential Component of any system

(b) Is not used as Critical Technology of any system.

ii. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

4. Reporting Requirement.

(a). In the event contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if contractor is notified of such by a subcontractor at any tier or by any other source, contractor shall report the information in paragraph 4(b) of this section to City, unless procedures for reporting the information are established elsewhere in this contract.

(b). Contractor shall report the following information to City pursuant to paragraph 4(a) of this section:

i. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within ten business days of submitting the information in paragraph 4(b)(i) of this section,

any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe (1) the efforts it undertook to prevent the use or submission of Covered Telecommunications Equipment or Services and (2) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

5. Subcontractor. The contractor shall cause to be inserted into all subcontracts and other contractual instruments relating to the performance of this contract the substance of this Section I, including this paragraph 5.

J. **Buy USA - Domestic preference for certain procurements using federal funds.** Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. **Procurement of Recovered Materials.**

1. This section shall apply if (1) this contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds $10,000 or (2) the total value of such designated items acquired during the City's preceding fiscal year exceeded $10,000.

2. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: a. Competitively within a timeframe providing for compliance with the contract performance schedule; b. Meet contract performance requirements; or c. Be acquired at a reasonable price.

3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

L. **Minority and Women Business Enterprises.** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable.** Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources [11] of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists.

2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.

3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.

4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and

5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and the Texas Comptroller of Public Accounts, Office of Historically Underutilized Businesses Support. For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. Additionally, an MBE or WBE qualifies if it is currently certified as a State of Texas "historically underutilized business" and qualifies as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

M. **Assurances of Compliance with Title VI of the Civil Rights Act of 1964**. Contractor and any subcontractor, or the successor, transferee, or assignee of contractor or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by

reference and made a part of this contract. [12]

N. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

O. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 Fed. Reg.19216 (Apr. 18, 1997), contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

P. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

Q. **Conflicts and Interpretation.** To the extent that any portion of this Addendum conflicts with any term or condition of this contract expressed outside of this Addendum, the terms of this Addendum shall govern.

R. **Other Non-Discrimination Statutes**. Contractor acknowledges that City is bound by and agrees, to the extent applicable to contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds: The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

S. **Conflicts of Interest; Gifts and Favors**.

1. Contractor understands that (1) City will use ARPA Funds to pay for the cost of this contract and (2) the expenditure of ARPA Funds is governed by the Conflict-of-Interest Policy of the City, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and State of Texas law.

2. Contractor certifies to City that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, elected official, or agent of City involved in the selection, award, or administration of this contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, contractor. Should contractor obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, contractor shall promptly disclose the same to City in writing.

3. Contractor certifies to City that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, elected official or agent of City. Should contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, elected official or agent described in the preceding sentence after the date hereof, contractor shall promptly disclose the same to City in writing.

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY:

By: _____

Name: _____

Title: _____

This form is required only for purchases of more than $100,000 – 31 CFR Part 21 – New Restrictions on Lobbying – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's authorized official

Date:_____

_____
(Print name and title of person signing above)

Exhibit L – City Council Resolution

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 15 Apr 2025

TITLE:
Consider a Resolution authorizing an Interlocal Cooperation Agreement with The South Central Planning and Development Commission (SCPDC) to utilize their suite of government management software modules collectively called MyGovernmentOnline (MGO) software for a one-year term with a renewal option for four additional one-year terms, in an estimated contract amount of $472,932.98, subject to City Council appropriation, and authorizes a contingency of $47,993.30 for the execution of future change orders not exceeding a total amount of $520,226.28.

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:
Matt Bryant, Director of Public Works
Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:
MGO was established in 2005 to provide a unique software solution that addresses the evolving needs of local government entities. The software is designed for easy integration with other programs and can be customized to meet the specific requirements of different municipalities. Due to its regional success, a national software partnership program was developed, allowing additional local governments to adopt and utilize its suite of software tools. There are no upfront implementation costs to join the partnership or user license limitations; participants pay a monthly subscription fee only after the system goes live, which covers ongoing support, training, and configuration expenses for the software.

POLICY EXPLANATION:
The City wishes to partner with MGO to utilize the 311 Service Request, Work Order Management, and Asset Management tools to enhance municipal operations, including the following modules (descriptions outlined in Attachment 1):

- Public Works

    - Streets
    - Traffic
    - Utilities
    - Neighborhood Services
    - Building Maintenance
    - Engineering
- Parks & Asset Management
- Permitting
    - Rental Permits
    - Health Permits
- GPS Tracking for Fleet (Including Fleet Management Software)

The Interlocal Agreement with SCPDC, estimated at $472,932.98, as outlined in the quote Attachment 2), is requested to be approved by the City Council. A substantial part of the quote, $180,000.00, is designated for fleet GPS tracking and management software. This tool will be highly beneficial, providing real-time locations of city-owned vehicles and equipment and sending diagnostic service alerts. These alerts will include reminders for maintenance based on mileage and engine hours. This system will be invaluable for monitoring fleet assets and ensuring that vehicles and equipment are adequately maintained.

Our acquisition of the asset subscription includes a 311 service request management system at no additional cost. This system will allow residents to report concerns, track requests, and receive updates directly from staff. It offers advanced work order and project management features, enabling staff to resolve requests without needing third-party integrations. Additionally, the system will be fully customizable for each division. This new system will replace our citizen reporting tool, SeeClickFix, and Tyler 311. SeeClickFix cost $57,302.45 for the 2024-2025 fiscal year, and it does not integrate directly with our asset management system. Tyler311 costs approximately $1,700.00 annually, but the module is not set up or in use.

Additionally, a key reason for considering MGO is their asset management/work order system. The existing system, Tyler EAM, costs approximately $13,500.00 annually. Unfortunately, the system was not adequately configured for operations, and the subscription only includes access for a limited number of users. The costs previously budgeted for these items can be reallocated to other priorities.
Funding for MGO is included in the 2025-2026 fiscal year budget, which will be presented to the City Council soon. The budgeted expenditures per fiscal year are estimated to be $104,756.64 for 2025-2026 and $368,176.34 spread over fiscal years 2026-2027 through 2029-2030, subject to future appropriations as outlined below. The not-to-exceed amount of $520,226.28 includes a $47,993.30 contingency for potential additional fleet GPS tracking fees or unforeseen needs that may arise throughout the contract's duration.

FY2025-2026: $104,756.64
FY2025-2027: $91,256.64
FY2027-2028: $91,256.64
FY2028-2029: $92,831.53
FY2029-2030: $92,831.53

FUNDING SOURCE:

ORG and Object Number

- 01066800-700451 (Building Maintenance/Maint/Licensing Agreements)

- 01036100-700233 (Building Inspections/Computer Software)
- 02311000-700233 (Utilities Administration/Computer Software)
- 01066700-700233 (Equipment Services/Computer Software)
- 01066200-700233 (Street Maintenance/Computer Software)
- 01066300-700233 (Traffic Operations/Computer Software)
- 01044600-700233 (Parks Grounds Maintenance/Computer Software)

Available Budget	**Purchase Amount**	**After Encumber**
Future Year Budgets Starting in FY2025-2026	$520,226.28	-

ACTION ALTERNATIVES:

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

ATTACHMENTS:

Attachment 1 - Module Descriptions
Attachment 2 - Duncanville TX Quote
Resolution No. - 2025-456 - MyGovernmentOnline Subscription with Exhibit

Attachment 1

SCPDC
South Central Planning & Development Commission

5058 W. Main St., Houma, LA 70360-4900 • P.O. Box 1870, Gray, LA 70359
Phone: (985) 851-2900 • Fax: (985) 851-4472

Parishes: Assumption • Lafourche • St. Charles • St. James • St. Mary • St. John • Terrebonne
Municipalities: Baldwin • Berwick • Franklin • Golden Meadow • Gramercy • Lockport • Lutcher • Morgan City • Napoleonville • Patterson • Thibodaux

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Module Descriptions

- **Permitting –** Property information, Permit types and sub-types, Permit Description, Owner/applicant information, fees, inspections, actions, contractors information, images, violation notices, reports, QR codes, review of other agencies/departments, dates, times, etc. This includes building permits and sign permits. Ability to submit applications online. Ability to pay for permits online with payment provider integration. Ability to track a Contractor's Liability and Worker's Compensation insurance.
- **Public Works -** Custom modules for all divisions that allow for field inspections, asset tracking and many other customized features for things such as septic tracking, waste water, grease interceptors and more. Full Time, Materials and Labor cost tracking. Map based issue creation and reporting.
- **GIS Integration –** The ability to automatically transfer or "auto-populate" geographic data from a GIS system directly into a project, with just the click of a button. In simple terms, instead of manually entering data like locations, boundaries, or other geographic information into a project, GIS integration allows the system to pull that data automatically. One click of a button triggers this process, saving time and reducing errors.
- **Fleet Maintenance -** Service Request, Inventory Management, Automated Service Alerts and Billing. Integrated with GPS for automated odometer and engine hour alerts. Shows vehicle complete service history.
- **GPS and Asset Tracking -** Ability to track any asset on a map, GPS and RFID tracking, work orders on the asset.
- **Parks & Asset Management -** Provide a centralized system for tracking park facilities, recreational spaces, and infrastructure assets. Staff can schedule inspections, generate work orders, and manage maintenance with real-time updates. Integrated GIS mapping connects assets to locations for visual oversight and planning. Users can document conditions, track costs, and automate preventive maintenance. The system supports inventory control, project management, and asset lifecycle tracking, helping agencies ensure safety, compliance, and long-term sustainability of public spaces.
- **Public Works Streets** – Used by municipalities or local governments to manage and maintain streets and roadways. It helps organize and track all aspects of street-related projects, including maintenance, repairs, and improvements. In simple terms, this module makes it easier to plan, schedule, and monitor street work like paving, resurfacing, fixing potholes, or upgrading traffic signals. It can also help with budgeting, resource allocation, and keeping a record of past work done on the streets.
- **Public Works Traffic** - A tool designed to help manage and improve traffic systems in a city or town. It helps track, plan, and monitor all aspects of traffic-related projects, like traffic light installations, signage, road markings, or traffic flow improvements. In simple terms, this module makes it easier for local governments to keep track of traffic operations, plan for new traffic control measures, and ensure the smooth movement of vehicles and pedestrians. It also helps with maintenance tasks, like fixing broken traffic lights or updating signs.

- **Public Works Utilities** - Used to manage and track utility services like water, sewer, electricity, and gas in a city or town. It helps local governments or utility companies monitor the condition, maintenance, and improvements of utility infrastructure. In simple terms, this module makes it easier to plan, track, and maintain all the essential utilities that keep a community running. It can help with things like repairing broken water pipes, scheduling regular maintenance for electrical grids, or tracking any new utility installations.
- **Public Works Neighborhood Services** - Helps manage services and projects focused on maintaining and improving neighborhoods. It can include things like street cleaning, trash collection, park maintenance, and other community services. In simple terms, this module helps local governments organize and keep track of services that directly affect the quality of life in neighborhoods. It makes it easier to plan and schedule tasks, monitor progress, and ensure that neighborhoods stay clean, safe, and well-maintained.
- **Code Enforcement Complaints –** Property information, Complaint types, Complainant information, Complaint description, inspections, violations, actions, images/PDFs, violation notices, accusatory and court documents, reports, QR codes, work orders for abatements, abatement fees, dates, times, etc.
- **Public Works Building Maintenance** - Used to manage and track the maintenance of public buildings. This includes tasks like repairing broken equipment, cleaning, inspecting, and ensuring the building is safe and functional. In simple terms, this module helps local governments or organizations keep track of all the work needed to maintain public buildings, such as schools, libraries, or government offices. It helps schedule maintenance, manage repair requests, and keep a record of the work done.
- **Public Works Engineering** - Used to manage and plan engineering projects related to public infrastructure. This can include projects like designing new roads, bridges, utilities, or other public structures. In simple terms, this module helps engineers and local governments plan, design, and track the progress of public works projects. It helps organize tasks, manage budgets, and ensure projects are completed on time and within regulations.
- **Rental Permits** - Used to manage and track permits for renting out properties. It helps local governments or property managers keep track of who is renting properties, ensure they are following local laws, and maintain a record of rental permits issued. In simple terms, this software helps manage the process of giving approval for rental properties. It makes it easier to apply for permits, track renewals, and ensure that rental properties meet safety and zoning requirements.
- **Health Permits** - Used to manage and track permits related to health and safety regulations. This can include permits for businesses like restaurants, food trucks, pools, or medical facilities to ensure they meet health standards. In simple terms, this software helps manage the process of issuing health permits, making it easier to apply for, renew, and track these permits. It ensures businesses are inspected and comply with health and safety laws to protect public health.

Attachment 2

MGO MY GovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

MyGovernmentOnline (MGO)

City of Duncanville, TX

Duncanville
City of Champions

MGO
MY GovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

WITH ONE COMPLETE SYSTEM
WE PROVIDE THE BEST SOLUTION



PERMITS & LICENSING
Apply & Pay for Permits Online
Work Orders & Inspections
Document Management
Complete Permit Administration
Contractor Licensing



PLANNING & ZONING
Apply & Pay for Projects Online
Submit Files
View Meeting Dates
Drag and Drop Scheduling



SOLUTION CENTER / 311
Submit & Track Service Requests
Code Enforcement/311
Submit Photos
Real Time Dashboards
Call Center or Direct
Department Routing



PUBLIC WORKS
Asset Management
Labor, Inventory, Materials Cost Tracking
Real Time Work Order Dashboards
Drag and Drop Calendars

THE CITY OF SAN MARCOS

"With the City of San Marcos Texas being the fastest growing city in the U.S. for 3 years in a row, we are constantly studying how we can better utilize city resources to review and issue permits faster without cutting corners on the approval process. Implementing MGO has been a key tool in accomplishing our customer service goals"

- Kristy Stark, Assistant Director Planning & Development Services

www.mygovernmentonline.org 985.851.0760 / 1.866.957.3764 partnership@mygovernmentonline.org

SCPDC
South Central Planning & Development Commission

5058 W. Main St., Houma, LA 70360-4900 • P.O. Box 1870, Gray, LA 70359
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About Us

South Central Planning & Development Commission (SCPDC) is an Economic Development District (EDD) established in 1978 under Federal and State Law. In the wake of Hurricane Katrina in 2005, our member jurisdictions regionalized the permit process with SCPDC. This enabled us to create an automated suite of software applications that has grown into a multi-state offering.

MyGovernmentOnline (MGO) offers a complete system of everything that is needed to automate the Permits & Licensing process. Customer Portal web & mobile apps, digital plan review, work order management, project management, contractor licensing and renewals and much more. All of this is provided at no up front cost and only a low monthly fee once live. MGO is an enterprise fund within South Central Planning & Development Commission, a fellow permit office and government agency. Currently we work with hundreds of jurisdictions from over twenty-two states.

Services We Provide

PUBLIC WORKS - Custom modules for all divisions that allow for field inspections, asset tracking and many other customized features for things such as septic tracking, waste water, grease interceptors and more. Full Time, Materials and Labor cost tracking. Map based issue creation and reporting.

GPS AND ASSET TRACKING - Ability to track any asset on a map, GPS and RFID tracking, work orders on the asset.

FACILITIES - Ability to track different facilities, set automated service alerts, track work orders on maintenance and repair items.

FLEET MAINTENANCE - Service Request, Inventory Management, Automated Service Alerts and Billing. Integrated with GPS for automated odometer and engine hour alerts. Shows vehicle complete service history.

PROPERTY MANAGEMENT - Adjudicated Property Tracking, other special property tracking such as “Lot Next Door” or other types of special property programs.

Code Enforcement Complaints – Property information, Complaint types, Complainant information, Complaint description, inspections, violations, actions, images/PDFs, violation notices, accusatory and court documents, reports, QR codes, work orders for abatements, abatement fees, dates, times, etc.

GIS Integration – Owner information, tax parcel numbers, address, user defined fields (year built, construction type, occupancy load, occupancy class, zoning district, historic districts, flood plains, square footage, sprinklers, fire alarms, elevators, emergency plans, etc.), images/PDFs, number of buildings, number of permits Open/Closed, number of Fire inspections Open/Closed, number of Complaints, Open/Closed, additional contacts, reports, QR codes, dates, times, etc.

Training & Support – Customer and City staff member phone and email support – No cost.
On-site training visits – costs are reimbursement for travel expenses plus a 10% administrative fee. Recommended to budget $2,000 - $2,500 per trip.

Jeff Naquin	David Hanagriff	Steve Nosacka	Archie Chaisson	Kevin Belanger
Chairman	Vice-Chairman	Treasurer	Secretary	CHIEF EXECUTIVE OFFICER
Police Juror Assumption Parish	Parish President St. Mary Parish Council	Mayor Town Of Gramercy	Parish President Lafourche Parish Council	

MyGovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

Service Quote

Description	Amount
Public Works Modules	
Public Works: Streets	$486.08
Public Works: Traffic	$486.08
Public Works: Utilities	$486.08
Public Works: Neighborhood Services	$486.08
Public Works: Building Maintenance	$486.08
Public Works: Engineering	$486.08
Public Works Subtotal:	**$2,916.48**
Parks & Asset Management	
Parks & Asset Management	$486.08
Permitting Modules	
Rental Permits	$486.08
Health Permits	$486.08
Permits Subtotal:	**$972.16**
Fleet Management	
GPS Tracking for 150 Units (Monthly Cost)	$3,000.00/Monthly
Fleet Management Software	Included
GIS Integration	
GIS Integration	$230.00
Total Monthly Software Cost	**$7,604.72/month**

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Travel & Training Estimate

Description	Quantity	NTE Rate	Total NTE	Notes
Onsite Training Trips	5 trips	$2,700	$13,500	Actual average reimbursement expected to be ~$2,100 per trip. Remote sessions will be used when feasible.

Other Costs

Setup & Configuration Fees: $0

Other One-Time Fees: None

Cost Summary

Description	Cost
Initial Training Cost with Estimated Travel/Per Diem	$13,500.00
Initial Two (2)-Year Cost (Software Only) all modules	$182,513.28
Year 3 (Software Only)	$91,256.64
Year 4 (Software Only)	$54,071.53 + GPS $36,000.00 + GIS $2,760.00
Year 5 (Software Only)	$54,071.53 + GPS $36,000.00 + GIS $2,760.00

Total Not-to-Exceed Amount:

Software (5 Years): $459,432.98

Training (Estimated): $13,500.00

Grand Total NTE: $472,932.98

RESOLUTION NO. 2025-456

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION TO UTILIZE THEIR SUITE OF GOVERNMENT MANAGEMENT SOFTWARE MODULES COLLECTIVELY CALLED MYGOVERNMENTONLINE (MGO) SOFTWARE FOR A ONE-YEAR TERM WITH A RENEWAL OPTION FOR FOUR ADDITIONAL ONE-YEAR TERMS, IN AN ESTIMATED CONTRACT AMOUNT OF $472,932.98, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," SUBJECT TO CITY COUNCIL APPROPRIATION, AND AUTHORIZING A CONTINGENCY OF $47,993.30 FOR THE EXECUTION OF FUTURE CHANGE ORDERS NOT EXCEEDING A TOTAL AMOUNT OF $520,226.28, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, INCLUDING CHANGE ORDERS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The South Central Planning and Development Commission (SCPDC) is a regional planning commission that allows member governmental entities to utilize their unique suite of government management software modules, MyGovernmentOnline, for municipal operations; and

WHEREAS, the City of Duncanville wishes to enter into the Interlocal Agreement with SCPDC to utilize MyGovernmentOnline to enhance our municipal operations, which includes asset management, permitting, work order tracking, and citizen request reporting.

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

SECTION 1. The City Council of Duncanville, Texas, hereby authorizes an Interlocal Cooperation Agreement with The South Central Planning and Development Commission (SCPDC) to utilize their suite of government management software modules collectively called MyGovernmentOnline (MGO) software for a one-year term with a renewal option for four additional one-year terms, in an estimated contract amount of $472,932.98, attached hereto and incorporated herein as Exhibit "A," subject to City Council appropriation, and authorizes a contingency of $47,993.30 for the execution of future change orders not exceeding a total amount of $520,226.28, and authorizes the City Manager to execute the necessary documents, including change orders related to said expenditures.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of May, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

INTERLOCAL AGREEMENT FOR LICENSING MYGOVERNMENTONLINE (MGO) SOFTWARE

SECTION 1. PARTIES AND PURPOSE

1.1 The City of Duncanville, Texas ("Licensee" or "City"), located at 203 East Wheatland Road, Duncanville, TX 75116.

1.2 The South Central Planning and Development Commission ("Licensor" or "SCPDC") is a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish, 5058 W. Main St. Houma, LA 70360.The district was established in 1973 and created by law in 1978 under State Act 472. The statute allows its member governmental entities to collaborate through SCPDC to provide long-range planning, act as a liaison with state and federal entities, provide guidance on current issues affecting government, and offer services to businesses and citizens.

1.3 SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline (MGO) software (the "SCPDC Software"). This contract is entered into between the Licensee and SCPDC under Chapter 791 of the Government Code to license the Licensee to use the SCPDC Software under certain terms and conditions.

This INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between SCPDC and the Licensee and describes the terms and conditions under which SCPDC shall license to the Licensee the use of, and provide support for, certain Software (as defined below). In consideration of the mutual promises and the terms and conditions set forth below, the parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all its terms and schedules, any addenda signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code, machine-readable copies of the Software, source code related to the Software, and any other proprietary information supplied to the Licensee by SCPDC or by the Licensee to SCPDC, and clearly marked as "Confidential Information," including all items defined as "Confidential Information" in any other agreement between the Licensee and SCPDC, whether executed before or after the date of this Agreement.

Proprietary Information and Texas Public Information Act: All material submitted to the City shall become public property and subject to the Texas Public Information Act upon receipt. If SCPDC does not wish proprietary information to be disclosed, each page must be clearly identified and marked as proprietary at the time of submittal, or alternatively, all proprietary information may be placed in a separate folder or appendix and clearly marked as proprietary. The City will, to the extent allowed by law, endeavor to protect such information from public disclosure. The final decision on what information must be disclosed rests with the Texas Attorney General. Failure to mark information as proprietary will result in all unmarked information being deemed non-proprietary and available to the public. The City may choose to place unmarked information on its website or a similar public database without prior consent from SCPDC.

If any provision in this Agreement conflicts with the Texas Government Code, Chapter 552 (the “Public Information Act”), that provision will be void. The City and its officers and employees may request advice from the Attorney

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General regarding the application of the Public Information Act to any items furnished to the City. The City shall have no liability for the disclosure of any information in reliance on the Attorney General's opinion.

2.2 "DOCUMENTATION" means any online help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC that describe the use of the Software, either accompanying the Software or provided to the Licensee at any time.

2.3 "EFFECTIVE DATE" means the later of the dates on which the Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "UPDATES" refers to changes, improvements, or enhancements made to the SCPDC Software. Updates may include the addition of new features, improvements to existing functionality, bug fixes, or other modifications aimed at improving performance, usability, or security. Major Updates introduce significant new features or functionalities that enhance the overall capabilities of the software. Minor Updates include incremental changes, performance optimizations, routine maintenance, and minor feature enhancements. SCPDC retains sole discretion in determining the timing, content, and classification of Updates as Major or Minor. Unless otherwise stated, all Updates are deployed seamlessly to the system as part of the continuous improvement of the SCPDC Software.

2.6 "SOFTWARE" means the computer software programs specified in “Fee Schedule” and otherwise provided for Licensee use under this Agreement.

2.7 "USE" means the loading, utilization, storage, or display of the Software by the Licensee for its internal information processing and by end-users accessing the Licensee's website via the Internet.

2.8 "PERMIT" means any type of permit, including, but not limited to, new construction permits, building permits, structure renovation permits, mechanical permits, plumbing permits, gas permits, electrical permits, and sign permits. Multiple permits listed under one number will not be considered a single permit for calculating funds owed to MGO under this Agreement if applicable.

2.9 "LICENSE FEE(S)" means all payments due under this Agreement, including the permit volume package amount, custom quotes and payments for elected add-on modules as detailed in the fee schedule

2.10 "RESPONSE CENTER AND CONTACT PROCEDURE" refers to SCPDC's designated support center located at 5058 West Main Street, Houma, LA 70360, with hours of operation from 8:00 a.m. to 4:30 p.m. Licensee can contact the support team via telephone at 1-866-957-3764 or email at support@mygovernmentonline.org. The primary contact for inquiries or notices is Ryan Hutchinson, Chief Technology Officer (CTO).

2.11 “OPERATIONAL ACCEPTANCE (informally referred to as "live"): The point at which a billable software subscription, or any part thereof, is actively used by the jurisdiction to process real data in support of its operations. It is achieved when the software is utilized for real-world activities. Operational Acceptance may also be determined by (ii) the date the Licensor is notified in writing by MGO that the module’s configuration is complete and ready for use, provided the Licensor does not object to its use within 30 days of notification.

2.12 BILLING START DATE: The date on which billing for a software subscription, as outlined in the “Fee Schedule,” begins. Billing commences upon achieving “Operational Acceptance”. If the Billing Start Date falls in the middle of a month, charges for that month will be prorated accordingly. Each Software Subscription may have a separate billing start date, depending on when the software subscription achieves Operational Acceptance.

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2.13 SOFTWARE SUBSCRIPTION: A Software Subscription refers to a specific project type or module provided under this agreement, as identified in the fee schedule. Each subscription can be uniquely configured with distinct options and assigned to individual users.

SECTION 3. LICENSE, DELIVERABLES, AND COPIES

3.1 LICENSE GRANT

(a) (amended) Subject to the terms of this Agreement, MGO grants the Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use MGO's Software, accessible via the Internet, on one or more servers controlled by or on behalf of the Licensee, solely for the purpose of utilizing MGO's products. This includes internal use of the Software for providing services to customers, allowing access to the portal for permit research and requests, and all other governmental purposes. The license excludes sublicensing, uploading, transferring, or providing direct access to the Software to any third party without prior written consent, including access on a standalone basis. Documentation use is included in connection with this license. **Licensee acknowledges that MGO retains all intellectual property rights in and to the Software, including any enhancements, modifications, and derivative works. The Licensee has no ownership rights in the Software, its source code, or any related intellectual property rights.**

(b) OWNERSHIP: MGO retains all ownership rights, titles, and interests in the Software and reserves all rights not expressly granted. This license does not transfer intellectual property rights or title to the Software, Documentation, or related copyrights, patents, or trademarks. The Licensee may not:

(i) Transfer or sublicense any copies of the Software to third parties.

(ii) Modify, decompile, reverse-engineer, or access the source code of the Software.

(iii) Copy the Software beyond necessary backups or disaster recovery purposes.

(iv) Develop interface products or add-on modules for the Software without MGO's express written permission.

3.2 DELIVERABLES: MGO will provide a web address where the Licensee can access a unique "jurisdiction login" with individual usernames and passwords for authorized users.

3.3 COPIES: Copies of Documentation must retain all proprietary markings, titles, and notices, including copyright and trademark symbols.

SECTION 4. LICENSE RESTRICTIONS

4.1 LICENSEE LIMITATIONS: The Licensee agrees not to:

(a) Sell, lease, license, or sublicense the Software or Documentation.

(b) Decompile, disassemble, or reverse-engineer the Software.

(c) Develop derivative or competitive software based on the Software or Confidential Information.

(d) Use the Software on a service bureau basis.

(e) Provide unauthorized third-party access to the Software without prior consent from MGO.

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SECTION 5. LICENSE FEE

5.1 LICENSE FEE: The Licensee will pay fees specified in Schedule A, calculated based on Software use. Transactions housed outside the system to avoid fee obligations are prohibited.

5.2 TAXES: Both parties are tax-exempt, and no taxes are expected. Each party remains individually responsible for any applicable taxes on their employees or property.

5.3 NO OFFSET: The Licensee cannot withhold or offset payments owed under this Agreement against other amounts.

SECTION 6. MAINTENANCE AND SUPPORT

6.1 OBLIGATION: The Licensee must remain current on fee payments to receive Maintenance and Support as outlined in Schedule C. Failure to pay fees is a material breach and may lead to termination of support rights under this Agreement and deactivation of Licensee user accounts.

6.2 SERVICE LEVEL AGREEMENT (SLA) OF MAINTENANCE AND SUPPORT: Maintenance and Support shall be provided based on the severity of the issue reported. For Tier 1 (Low Priority, Non-Critical Issues), SCPDC will respond within one (1) business day, document the issue, and evaluate it for potential inclusion in a future product update. For Tier 2 (Medium Priority, Minor Service Interruptions or Workarounds Required), SCPDC will respond within six (6) hours during standard business hours and provide a patch or workaround within five (5) business days, with the issue resolved or documented in a future product update. For Tier 3 (High Priority, Critical System Failures or Major Service Interruptions), SCPDC will respond within three (3) hours during standard business hours and provide a patch or workaround by the next business day, with a full resolution or documentation included in a future product update. SCPDC will make reasonable efforts to adhere to these response times but reserves the right to prioritize issues to ensure overall system stability and alignment with the development roadmap. SECTION 7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 WARRANTY: MGO warrants that the Software will perform as documented under normal use during the contract term. In cases of non-conformance, MGO will repair or replace the Software. This warranty applies only if:

(a) The Software is used properly according to instructions.

(b) No unauthorized modifications have been made.

(c) No deviations from Documentation were requested by the Licensee.

Pre-production versions are provided "as-is."

7.2 DISCLAIMER: MGO disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement. MGO is not responsible for Software issues arising from non-MGO alterations.

7.3 LIMITATION OF LIABILITY: MGO's liability will not exceed the License Fee paid. MGO is not liable for lost profits, business interruptions, or other indirect damages.

7.4 ALLOCATION OF RISK: The terms reflect the allocation of risk and the limitations of liability.

7.5 CLAIMS: Claims must be brought within one year of the cause of action. A cause of action is deemed to occur when the breach.

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SECTION 8: FORCE MAJEURE

8.1 FORCE MAJEURE: Neither party shall be liable for failure to perform its obligations under this Agreement (except for payment obligations) if such failure is due to any cause beyond the reasonable control of the affected party, including, but not limited to, acts of God, war, terrorism, strikes, civil disturbance, governmental regulations, fire, flood, natural disaster, or failure of third-party service providers or other technology failures. The party affected by a Force Majeure event shall notify the other party promptly and use commercially reasonable efforts to mitigate the impact of the Force Majeure event. If the Force Majeure event persists for more than 30 days, either party may terminate this Agreement by providing written notice to the other party.

SECTION 9: OWNERSHIP OF INTELLECTUAL PROPERTY

9.1 OWNERSHIP OF INTELLECTUAL PROPERTY: MGO retains all right, title, and interest in and to the Software, Documentation, and any other materials related to the Software, including any intellectual property rights, patents, copyrights, trademarks, and trade secrets associated with the Software. Nothing in this Agreement shall be construed as transferring any intellectual property rights to the Licensee. The Licensee agrees not to challenge, dispute, or interfere with MGO's ownership rights in the Software, Documentation, or any related intellectual property.

9.2 NO TRANSFER OF INTELLECTUAL PROPERTY: The Licensee acknowledges that this Agreement grants only a limited license to use the Software as specified in Section 3.1, and no other rights or licenses in or to any intellectual property of MGO are granted. Any modifications, customizations, or derivative works made by the Licensee or on its behalf shall be the exclusive property of MGO, and the Licensee agrees to assign any rights it may have in such works to MGO without further compensation.

SECTION 10: LICENSEE DATA

10.1 OWNERSHIP OF DATA: SCPDC agrees that all data created by Licensee in the Software system belongs solely to the Licensee and shall be subject to the terms and conditions set forth in this Agreement regarding Licensee Data. To the extent permitted by law, in the event of the termination or nonrenewal of this Agreement, SCPDC warrants that Licensee's data and any information stored by SCPDC as a result of the Licensee's use of the SCPDC Software will be returned to the Licensee in a commercially reasonable format.

SECTION 11: PROJECT ABANDONMENT

11.1 ABANDONMENT OF DEVELOPMENT AND SUPPORT: Should SCPDC abandon development and support of the MyGovernmentOnline (MGO) system, SCPDC agrees to license the last stable source code release of the Software to the Licensee under an open-source license agreement. The specific open-source license agreement, such as GNU or another comparable license, will be selected by SCPDC at the time of abandonment.

SECTION 12. WAIVER

No waiver of any provision of this Agreement or of a party's rights or remedies under this Agreement will be effective unless in writing. A party's failure, neglect, or delay in enforcing any provision, right, or remedy under this Agreement will not be deemed a waiver of those rights or remedies. Such inaction will not affect the validity or enforceability of any provision of this Agreement or prejudice the party's right to take future action. Except as expressly stated in this Agreement, the exercise or enforcement of any right or remedy under this Agreement will not preclude the enforcement of any other right or remedy available by law or under this Agreement.

SECTION 13. SEVERABILITY

If any term, condition, or provision of this Agreement is found to be invalid, unlawful, or unenforceable, the parties will work in good faith to amend the Agreement to reflect its original intent as closely as possible. If no agreement can be reached, the invalid term, condition, or provision will be severed, and the remaining terms, conditions, and provisions will remain valid and enforceable to the fullest extent permitted by law.

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SECTION 14. TERM AND TERMINATION

SCPDC will provide the Licensee with a valid license to use the Software, along with Maintenance and Support, beginning on the Effective Date for an ***initial term of two (2) years***. After the initial term, the license, Maintenance, and Support will automatically renew for successive one (1)-year terms, for a maximum of four (4) additional one year terms, unless the Licensee provides SCPDC with written notice of non-renewal at least ninety (90) days before the expiration of the current term. In all instances this agreement shall not exceed a maximum potential term of five (5) years. I

SECTION 15. STANDARD TERMS OF LICENSEE

Any terms, provisions, or conditions set forth in a purchase order, acknowledgment, or other business form issued by the Licensee in connection with the acquisition or licensing of the Software will have no effect on the parties' rights, duties, or obligations under this Agreement. Such terms will not modify this Agreement, regardless of SCPDC's failure to object to them.

SECTION 16. AMENDMENTS TO THIS AGREEMENT

This Agreement may only be amended by a written document signed by both parties.

SECTION 17: FEE SCHEDULE

12.1 EXPENSES. The License Fee and service fees do not include Reimbursable Expenses. SCPDC will invoice the Licensee for any identified Reimbursable Expenses, which the Licensee agrees to reimburse promptly. Reimbursable Expenses are defined as costs incurred directly in connection with Authorized On-Site Visits and other services performed under this Agreement, specifically related to travel and transportation, unless otherwise agreed upon in writing. Reimbursement for lodging, mileage, and meals will be based on the Federal GSA per diem rates published on GSA.gov. Travel expenses, including car rentals and airline tickets, will be reimbursed at actual cost. A 10% administrative fee will be applied to the total of all reimbursable expenses.

The Licensee may also elect to pay a flat rate of $3,000 per trainer per trip, not to exceed five (5) business days. Reimbursable Expenses will be invoiced as soon as practical, and the Licensee is expected to provide payment within 30 days of the invoice date.

12.2 AUTHORIZED ON-SITE VISIT. An "Authorized On-Site Visit" refers to any visit by SCPDC's support staff or trainers to the Licensee's facilities to provide training or other services mutually agreed upon by both parties. Site visits will only be scheduled and conducted after receiving explicit authorization from the jurisdiction. The scope and timing of any on-site visit will be agreed upon in advance.

12.3 LICENSE FEES. The License Fee is billed monthly unless the jurisdiction requests a different payment schedule, which must be mutually agreed upon by the Licensor.

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Software Subscriptions Provided Under a Custom Quote:

Public Works Modules:

- **Public Works – Streets:** $486.08/Monthly
- **Public Works – Traffic:** $486.08/Monthly
- **Public Works – Utilities:** $486.08/Monthly
- **Public Works – Neighborhood Services:** $486.08/Monthly
- **Public Works – Building Maintenance:** $486.08/Monthly
- **Public Works – Engineering:** $486.08/Monthly

Public Works Subtotal: $2,916.48

Parks & Asset Management:

- **Parks & Asset Management -** $486.08/Monthly

Parks & Asset Management Subtotal: $486.08

Permitting Modules:

- **Rental Permits -** $486.08/Monthly
- **Health Permits -** $486.08/Monthly

Permits Subtotal: $972.16

Fleet Management:

- **GPS Tracking for Estimated 150 Units (Monthly Cost) -** $20.00/Unit x 150 = $3,000/monthly (minimum of 50 units)
- **Fleet Management Software** – Included

Fleet Management Subtotal: $3,000.00

GIS Integration:

- **GIS Integration -** $230.00/Monthly

GIS Integration Subtotal: $230.00

Total Monthly Software Cost: $7,604.72

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Initial Training Cost $0 with Estimated Travel/Per Diem (5 Trips): $13,500.00

Initial two (2)-Year Cost (Software Only) all modules: $182,513.28

Year 3 (Software Only): $91,256.64

Year 4 (Software Only): $54,071.53 + GPS $36,000.00 + GIS Integration $2,760.00

Year 5 (Software Only): $54,071.53 + GPS $36,000.00 + GIS Integration $2,760.00

Total Not-to-Exceed Amount:

Software (5 Years) ($459,432.98)

Training (Estimated) ($13,500.00)

Grand Total NTE: $472,932.98

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12.4 SERVICE FEES. Custom services outside the scope of this Agreement, as mutually agreed upon by the Licensee and Licensor, will be executed through a written scope of services at an hourly rate of $100. For payment provider integrations or changes, a one-time fee of $100 applies for integrations with previously supported payment providers. A one-time fee of $500 applies for integrations with new, unsupported payment providers.

Data import services will be provided at no additional cost if the agreed-upon work does not exceed 30 hours. If the data import requires more than 30 hours, the Licensee will be notified, and SCPDC will provide a detailed quote outlining the scope of work and estimated hours. Work exceeding the initial 30 hours will only proceed after the Licensee provides written approval of the quote. There is no additional charge for ongoing setup and configuration of the software unless otherwise specified in writing.

12.5 OTHER TERMS. SCPDC will invoice the Licensee at the beginning of each month. Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

All invoices are due within 30 days of the invoice date. Payments will be processed in accordance with the Licensee's standard payment procedures. In the event of non-payment, SCPDC reserves the right to suspend services until outstanding balances are paid in full. Any disputes over invoices must be raised within 15 days of the invoice date, otherwise, the amounts will be considered final and payable. Licensing fees will commence accruing on the billing start date. Monthly fees are subject to an annual adjustment of up to 3%. This adjustment will take effect at the beginning of each calendar year, provided the Jurisdiction is notified in writing at least 30 days in advance.

The CITY may withhold or set off the entire payment or part of any payment otherwise due to the CONTRACTOR to such extent as may be necessary on account of:

A. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
B. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR;
C. reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or
D. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.
E. any sums owed to the CITY, for any reason including delinquent taxes.

SECTION 18: Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating to or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

SECTION 19: Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making

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authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

SECTION 20: Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

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SECTION 21: Right to Inspect and Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors

reasonable advance notice of intended audits no less than 3 business days.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

SIGNATURES

LICENSOR: South Central Planning & Development Commission (SCPDC)

_____ Date:_____
Kevin Belanger, CEO

LICENSEE: City of Duncanville

_____ Date:_____
Doug Finch, City Manager

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STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Consider a Resolution Accepting the Resignation of Marlon Goff from the Tax Increment Financing (TIF) Board, the Duncanville Community and Economic Development Corporation (DCEDC), and the Bond Committee.

Vision Statement:

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

Pillar:

- **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.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Victor M. Barrera, Economic Development Director

BACKGROUND/HISTORY:
Mr. Marlon Goff has served on various boards of the City, and most recently served on the Bond Committee, but recently he left it was best for him to resign from the multiple boards and committees he serves on to pursue other economic development opportunities. We appreciate Mr. Goff's commitment to the various boards and wish him the best of luck on his future endeavors.

POLICY EXPLANATION:
As a result of Mr. Goff's resignation there will be a vacancy on the DCEDC, TIF Board, and Bond Committee that will need to be filled.

FUNDING SOURCE:

ORG and Object Number
0

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

ACTION ALTERNATIVES:
1. Acceptance of resignation
2. Other action as requested by council

ATTACHMENTS:
Goff, Marlon Dwayne - resignation
Marlon Goff - resignation TIF
Resolution No. - 2025-464 - Brief Description - Pdf (1)

Date: March 31, 2025

To: Douglas Finch
City Manager – City of Duncanville, TX

Cc: City Council – City of Duncanville, TX

Re: DCEDC Board of Directors – Resignation

Dear Mr. Finch,

Please accept this letter as formal notice of my resignation from the Duncanville Community and Economic Development Corporation (DCEDC). It has been my absolute pleasure to serve on this board as a director and more recently as President.

I am incredibly proud of the work carried out by this board as well the men, women and staff who have committed their time and energy towards improving the economic well-being of this community.

My resignation from the board will allow me to pursue economic development job opportunities locally that would otherwise create a conflict of interest given my role as Board President.

Respectfully,



Marlon Goff

Date: April 4, 2025

To: Douglas Finch
City Manager – City of Duncanville, TX

Cc: City Council – City of Duncanville, TX

Re: Tax Increment Finance Reinvestment Zone Board of Directors – Resignation

Dear Mr. Finch,

Please accept this letter as formal notice of my resignation from the City of Duncanville Tax Increment Finance Reinvestment Zone (TIF) Board of Directors. It has been my absolute pleasure to serve as a member of this board.

My resignation from the board will allow me to pursue economic development job opportunities locally that would otherwise create a conflict of interest.

Respectfully,

Marlon Goff

Marlon Goff

RESOLUTION NO. 2025-464

A RESOLUTION ACCEPTING THE RESIGNATION OF MARLON GOFF FROM THE TAX INCREMENT FINANCING (TIF) BOARD, THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC), AND THE BOND COMMITTEE.

WHEREAS, Marlon Goff has served as a dedicated member of the Tax Increment Financing (TIF) Board, the Duncanville Community and Economic Development Corporation (DCEDC), and the Bond Committee; and

WHEREAS, Mr. Goff has submitted his resignation from these positions effective Monday, March 31, 2025; and

WHEREAS, The City Council acknowledges and appreciates the time, service, and commitment Mr. Goff has contributed during his tenure.

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

SECTION 1. The resignation of Marlon Goff from the TIF Board, DCEDC, and Bond Committee is hereby accepted with regret and gratitude for his service.

SECTION 2. The City Secretary is directed to update all official records to reflect this resignation.

SECTION 3. A copy of this Resolution shall be presented to Mr. Goff as a token of appreciation for his contributions to the community.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of May 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Consider a Resolution approving the terms and conditions of Amendment #3 to Municipal Maintenance Agreement by and between the Texas Department of Transportation and the City of Duncanville, Texas to provide additional mowing and litter clean up maintenance of certain state highways and roadways within the city, described in the Exhibit "A" which is attached hereto and incorporated herein; and, providing for an effective date.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

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

BACKGROUND/HISTORY:
The original Municipal Maintenance Agreement (MMA) between the City of Duncanville and the Texas Department of Transportation (TxDOT) was executed on July 11, 1994. This agreement outlines the responsibilities for maintaining state highway routes within the City, distinguishing duties for both non-controlled and controlled access highways.

- Amendment #1 (2005) allowed the City to assume responsibility for mowing and litter control along IH 20 from Cedar Ridge Road to Cockrell Hill Road, while TxDOT retained responsibility for US 67. Under this amendment, the City was authorized to use its own contractors and required to provide insurance and coordinate with TxDOT on maintenance schedules.
- Amendment #2 (2021) enabled the City to install and maintain roadway striping and delineators for bicycle and pedestrian traffic at the bridge intersection of Danieldale Road and US 67. This amendment was specific to that location and followed standard requirements for indemnification and insurance coverage.

- Amendment #3 (2025) authorizes the City of Duncanville to receive reimbursement from the Texas Department of Transportation (TxDOT) for performing mowing and litter clean-up services along controlled access state highways within city limits. Specifically, this amendment applies to designated areas along US 67, totaling approximately 30.02 acres, and IH 20, totaling approximately 63.26 acres.

POLICY EXPLANATION:
Amendment #3 marks a notable shift in policy by authorizing the City of Duncanville to receive reimbursement from the Texas Department of Transportation (TxDOT) for performing mowing and litter clean-up services along controlled access state highways within city limits. Specifically, this amendment applies to designated areas along US 67, totaling approximately 30.02 acres, and IH 20, totaling approximately 63.26 acres.

Under this amendment, TxDOT agrees to reimburse the City for work completed within the highway right-of-way, excluding areas between the back of curb and the right-of-way line and any areas currently under construction. The reimbursement structure allows for up to three mowing cycles per year at a rate not to exceed $78.00 per acre and up to twelve litter removal cycles per year at a rate not to exceed $24.20 per acre.

These rates are based on current Dallas County contract pricing. To be eligible for reimbursement, the City must submit documentation, including invoices and contractor payment proof, within the same month or the month following the completion of work.

Additionally, the City is required to maintain a 12-month project schedule detailing anticipated maintenance activities, and to coordinate all insurance documentation prior to beginning work. If the City performs the work with its own employees, it must provide proof of self-insurance. If contractors are used, the City must require them to carry valid insurance in a format approved by TxDOT and to indemnify the State against any claims or liabilities arising from their work.

TxDOT will reevaluate reimbursement rates after five years and may renegotiate terms as needed. If the State enacts a policy change that further reduces the number of State-funded mowing or litter cycles, it must notify the City in writing within 60 days. Failure to provide timely notice would obligate TxDOT to continue payments according to the previously agreed schedule.

Termination rights are also outlined in this amendment. TxDOT may terminate the agreement at any time with written notice. The City may also terminate the agreement without cause after three years, provided it gives notice by June 1 and completes the final mowing cycle for that year in or around November. Either party may terminate the agreement at any time for cause, with notice. All other terms of the original Municipal Maintenance Agreement remain unchanged.

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 terms and conditions of Amendment #3 to Municipal Maintenance Agreement by and between the Texas Department of Transportation and the City of Duncanville, Texas .
2. Do not approve the terms and conditions of Amendment #3 to Municipal Maintenance Agreement by and between the Texas Department of Transportation and the City of Duncanville, Texas .
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-460 - Municipal Maintenance Agreement Amendment #3 with TxDOT

RESOLUTION NO. 2025-460

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AMENDMENT #3 TO MUNICIPAL MAINTENANCE AGREEMENT BY AND BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF DUNCANVILLE, TEXAS TO PROVIDE ADDITIONAL MOWING AND LITTER CLEAN UP MAINTENANCE OF CERTAIN STATE HIGHWAYS AND ROADWAYS WITHIN THE CITY, DESCRIBED IN THE EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 11th day of July 1994, the Texas Department of Transportation, the “State”, and the City of Duncanville, the “City” entered into a Municipal Maintenance Agreement intended to cover and provide for State participate in the maintenance of state routes within the City; and

WHEREAS, the State, under the aforementioned Agreement, provides mowing and litter clean up maintenance of certain state highways and roadways within the City, presented in Exhibit "A"; and

WHEREAS, the State, conducts this mowing and litter clean up maintenance through its contractors; and

WHEREAS, the City desires to perform additional mowing and litter clean up maintenance on the aforementioned state routes, and

WHEREAS, the City desires to enter into Amendment #3 to the Municipal Maintenance Agreement with the Texas Department of Transportation to provide additional mowing and litter clean up maintenance of certain state highways and roadways within the city, described in Exhibit "A"; and

WHEREAS, Amendment #3 authorizes the City of Duncanville to receive reimbursement from the Texas Department of Transportation (TxDOT) for performing mowing and litter clean-up services along controlled access state highways within city limits.

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

SECTION 1. The City Council of the City of Duncanville hereby authorizes, approves, and accepts the terms and conditions of the Amendment #3 to the Municipal Maintenance Agreement by and between the Texas Department of Transportation and the City of Duncanville, Texas to provide additional mowing and litter clean up

maintenance of certain state highways and roadways within the city, described in Exhibit "A", which is attached hereto and incorporated herein.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of May, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT #3 TO MUNICIPAL MAINTENANCE AGREEMENT

WHEREAS, on the 11th day of July 1994, the Texas Department of Transportation, the "State", and the City of Duncanville, the "City" entered into a Municipal Maintenance Agreement intended to cover and provide for State participate in the maintenance of state routes within the City; and

WHEREAS, the State, under the aforementioned Agreement, provides mowing and litter clean up maintenance of certain state highways and roadways within the City, presented in Attachment A; and

WHEREAS, the State, conducts this mowing and litter clean up maintenance through its contractors; and

WHEREAS, the City desires to perform additional mowing and litter clean up maintenance on the aforementioned state routes, and

WHEREAS, the City and the State agree to amend the existing Municipal Maintenance Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

State's Responsibilities

Reimburse the City for mowing and litter clean up within the right-of-way on controlled access highways only. Reimbursement excludes the area from the back of curb to the right-of-way and highways under construction,

Reimbursement shall be limited to 4 mowing cycles per year submitted the same or following month work is completed. The maximum rate of reimbursement shall be up to

the current contract price of $78.00 for mowing for Dallas County. Any increase will require TxDOT approval.

Reimbursement shall be limited to up to 12 litter cycles per year submitted the same or following month work is completed. The maximum rate of reimbursement shall be up to the current contract price of $24.20 for litter for Dallas County. Any increase will require TxDOT approval.

At the end of the fifth year, the State will re-evaluate the current prices for both mowing and litter clean up and enter into a new agreement with the City.

If there is a State policy change to further reduce the State's mowing or litter cycles, the State shall notify the City, in writing, within sixty (60) days of this change. If the State fails to notify the City as required under this paragraph, the State shall be responsible for payments to the City in accordance with the previously agreed upon reimbursement schedule.

City's Responsibilities (Controlled Access)

1. Mow and pick up litter in the entire right-of-way at locations indicated on the following table and Attachment A:

Facility	Acres
US 67 (Controlled Access)	30.02
IH 20 (Controlled Access)	63.26

2. Submit invoices (including contractor's rates) and cancelled checks for mowing and litter clean up cycles at intervals as established above. Submit the amount of litter picked up in cubic yards per track per cycle.
3. Reimbursement will not be made for portions of the roadway under construction or if it is taken off the state system.
4. Prepare, maintain, and submit project schedules (showing 12 months) for the work to be performed under this agreement. Project schedules are used to convey the City's intended work plan to the State.

The City agrees that for mowing and litter clean up, if performed by employees of the City, the City shall show proof of self-insurance. If mowing and/or litter clean-up is performed by a contractor(s) selected by the City through its selection process; the City shall require the contractor(s) to have in place, insurance as evidenced by the State's Certificate of Insurance form. The city will also require any contractor(s) to agree to indemnify and save harmless the state form all claims and liability due the contractor(s) materials or activities of itself, its agent, or employees,

EXHIBIT "A"

performed under the agreement with the city that are caused or may result from error, omission, or negligent act. Prior to any mowing or litter clean up by the City, such evidence of self-insurance or certificate of insurance shall be provided to the State.

Termination

This Amendment is expressly made subject to the rights granted to TxDOT to terminate this Amendment without cause upon notice and to the rights granted to The City to terminate this Amendment without cause upon notice after three (3) years and upon the exercise of any such right by either party, this Amendment will terminate. TxDOT or the City may terminate this Amendment upon notice at any time for a violation of the terms of this Amendment. The termination of this Amendment does not affect any other provisions of the existing Municipal Maintenance Agreement between the parties. If the City has entered into a contract with a third party to perform any services under this Amendment, this Amendment will continue in effect until the current term of the contract has expired.

Should the City request to terminate without cause within the term of this agreement, submit notification by June 1. Notification will not relieve the city of fulfilling the agreement with the final clean up mowing being performed in approximately November.

In all other respects, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

THE LOCAL GOVERNMENT	**THE STATE OF TEXAS**
_____ Signature	_____ Signature
_____ Typed or Printed Name	_____ Typed or Printed Name
_____ Typed or Printed Title	_____ Typed or Printed Title
_____ Date	_____ Date

EXHIBIT "A"

ATTACHMENT A

US 67

TRACT Number	Acreage
1	0.846948
2	1.976814
3	1.406884
4	0.385031
5	0.71048
6	0.040608
7	0.780826
8	0.116445
9	1.154877
10	1.773437
11	1.522826
12	0.704125
13	0.168599
14	0.369573
15	0.68802
16	2.079256
17	0.840592
18	1.888186
19	1.230473
20	0.209069
21	1.034309
22	1.078377
23	1.499585
24	1.200902
25	0.763112
26	1.006406
27	1.436809
28	1.279367
29	0.122888
30	0.680625
31	0.599677
32	0.430904
TOTAL	30.02603


EXHIBIT "A"
32: 0.430904 acres
15: 0.68802 acres
16: 2.079256 acres
31: 0.599677 acres
14: 0.369573 acres
13: 0.168599 acres
12: 0.704125 acres
17: 0.840592 acres
Walgreens
Family Dollar
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community


EXHIBIT "A"
17: 0.840592 acres
30: 0.680625 acres
29: 0.122888 acres
18: 1.888186 acres
11: 1.522826 acres
28: 1.279367 acres
10: 1.773437 acres
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

EXHIBIT "A"

28: 1.279367 acres

9: 1.154877 acres

19: 1.230473 acres

8: 0.116445 acres

27: 1.436809 acres

7: 0.780826 acres

6: 0.040608 acres

26: 1.006406 acres

20: 0.209069 acres

25: 0.763112 acres

5: 0.71048 acres

21: 1.034309 acres

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

EXHIBIT "A"

5: 0.71048 acres

21: 1.034309 acres

24: 1.200902 acres

4: 0.385031 acres

3: 1.406884 acres

23: 1.499585 acres

2: 1.976814 acres

1: 0.846948 acres

22: 1.078377 acres

Costco

Costco

Duncanville

Cedar Hill

Duncanville

Desoto

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

EXHIBIT "A"

IH 20

TRACT Number	Acreage
1	1.981857
2	1.637765
3	7.501878
4	5.110879
5	0.078241
6	0.036258
7	7.508608
8	7.825086
9	2.17282
10	1.775304
11	1.975249
12	1.666996
13	2.604768
14	1.747643
15	3.219012
16	6.148576
17	2.918335
18	1.029189
19	2.520618
20	3.804361
TOTAL	63.263443

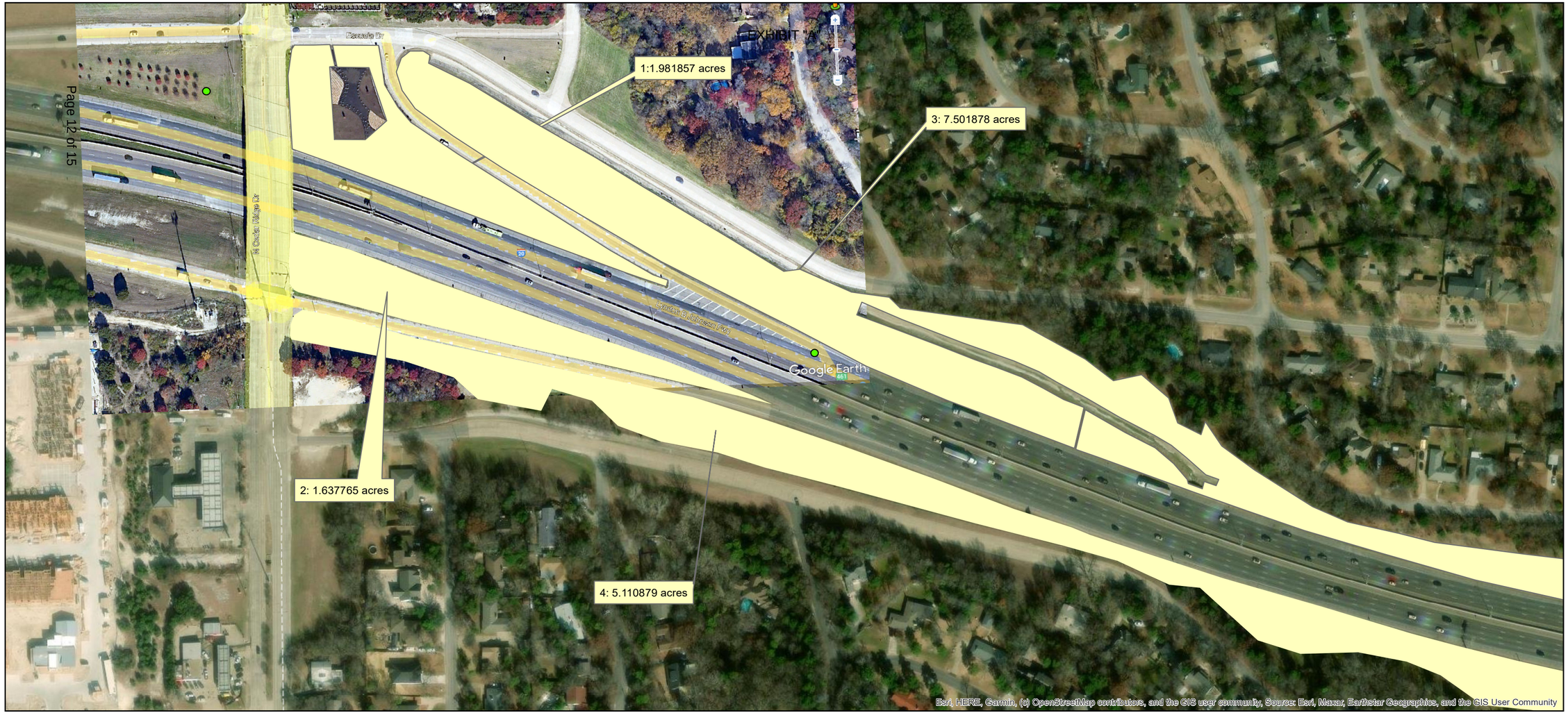

EXHIBIT "A"
1:1.981857 acres
3: 7.501878 acres
2: 1.637765 acres
4: 5.110879 acres
Pocasset Dr
N Cedar Ridge Dr
Exit 61 Johnson Expy
Google Earth
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

EXHIBIT "A"

2.278483 acres

3: 8.439144 acres

379 acres

5: 0.078241 acres

7: 7.508608 acres

6: 0.036258 acres

8: 7.825086 acres

10: 1.775304 acr

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

EXHIBIT "A"

7: 7.508608 acres

9: 2.17282 acres

11: 1.975249 acres

13: 2.604768 acres

8: 7.825086 acres

10: 1.775304 acres

12: 1.666996 acres

14: 1.748265 acres

15: 2.547923 acres

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community


EXHIBIT "A"
16: 6.148576 acres
17: 2.726652 acres
17: 2.918335 acres
18: 1.029189 acres
19: 2.520618 acres
20: 3.804361 acres
23 acres
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
At the request of Senator Royce West, Council to consider a Resolution of support for naming a section (I-20 to 287) of US Hwy 67 after Congresswoman Eddie Bernice Johnson.

Vision Statement:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Sofine Lewis, Deputy City Secretary

BACKGROUND/HISTORY:
Prior to her election to the United States Congress, former Representative Eddie Bernice Johnson was a member of the Texas Legislature, first elected to the Texas House in 1972, becoming the first woman in Texas history to chair a committee. She left the Legislature during her third term to take a position with the U.S. Department of Health, Education and Welfare under former President Jimmy Carter. She returned to the Legislature in 1987, following her election to the Texas Senate where she served until 1993.

Congresswoman Johnson was elected to represent Dallas and parts of Collin and Tarrant counties in 1992. She would represent Dallas in Congress for 30 years, before retiring in 1993. As a member of Congress, she delivered hundreds of millions of dollars in transportation funding for North Texas. She was chair of the Committee on Science and Technology, a member of the Committee on Transportation and Infrastructure and an early advocate for STEM education programs. She was the first nurse and first African American from Dallas to be elected to Congress.

POLICY EXPLANATION:
Congresswoman Johnson, a Waco native, also known to many as "EBJ," would commit 50 years of her life to public service. Because of her numerous accomplishments and dedication, in 2016, Dallas City Council would rename the downtime Union Station terminal in her honor. DART chose to honor her in the same manner. SB2790 will name part of U.S. Highway 67 south of Interstate 20 (I-20) to honor her contributions to Texas and America.

FUNDING SOURCE:

ORG and Object Number
N/A

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

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

ATTACHMENTS:
Resolution No. - 2025-469 - Support of the Eddie Bernice Johnson Highway

RESOLUTION NO. 2025-469

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, EXPRESSING SUPPORT FOR THE DESIGNATION OF A PORTION OF U.S. HIGHWAY 67 S OF INTERSTATE 20 (I-20) TO BE NAMED IN HONOR OF FORMER UNITED STATES CONGRESSWOMAN, EDDIE BERNICE JOHNSON; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Duncanville, Texas, recognizes the importance of honoring former Representative Eddie Bernice Johnson; and

WHEREAS, The City Council of the City of Duncanville, Texas, commends Bernice Johnson for her contributions to Texas and America; and

WHEREAS, The City of Council of the City of Duncanville, Texas, desires to support the renaming of a section of U.S. Highway 67 South of Interstate 20 (I-20) to be named after Eddie Bernice Johnson.

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

SECTION 1. The City Council of the City of Duncanville hereby supports the designation of a portion of U.S. Highway 67 South of Interstate 20 (I-20) to be named after Eddie Bernice Johnson.

SECTION 2. This resolution shall become effective immediately following this passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of May, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Consider a Resolution for the Duncanville Arts Commission requesting approval of $20,000 for arts events and programming that will include a multi-day Juneteenth exhibit at the Duncanville Public Library, a Hispanic Heritage pop-up event during the Hispanic Heritage Festival, and two Arts and Business Mixers during Fiscal Year 2024-2025. The $20,000 would come from the Arts Fund in keeping with the City's policy on HOT Funds for Arts Funding of 15% in conformance with statutory guidelines.

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:
Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:
Since its formation, the Arts Commission has hosted events including Arts and Business Mixers, Juneteenth art pop-ups and Hispanic Heritage events.

POLICY EXPLANATION:
The Duncanville Arts Commission requests $20,000 from the City's Hotel Occupancy Tax (HOT) funded Arts Fund, adopted in Fiscal Year 2025, to support several cultural events. The funds would help plan and host a Juneteenth Multi-Day Arts Event, a Hispanic Heritage Pop-Up Event during the Best Southwest Hispanic Heritage Festival, and two Arts and Business Mixers. These events are designed to celebrate the arts, promote economic growth, and strengthen community connections in Duncanville. The $20,000 would come from the Arts Fund in keeping with the City's policy on HOT Funds for Arts Funding of 15% in conformance with statutory guidelines.

FUNDING SOURCE:

ORG and Object Number
11011000-700450

Available Budget	**Purchase Amount**	**After Encumber**
$40,577.00	$20,000.00	$20,577.00

ACTION ALTERNATIVES:

1. Approved funding in the amount of $20,000.00
2. Do not approve funding in the amount of $20,000.00
3. Other actions as directed by Council.

ATTACHMENTS:
RES 2024-342 Arts Fund Policy
Arts Funding Policy.101524
Resolution No. - 2025-462 - THE DUNCANVILLE ARTS COMMISSION REQUESTS $20,000 FOR ARTS-RELATED EVENTS AND PROGRAMMING - Pdf

RESOLUTION NO. 2024-342

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO CONSIDER AMENDING THE ARTS FUND POLICY WITH THE PROPOSED CHANGES, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On October 7, 2024, the City Council made a change in the administration of HOT funds.

WHEREAS, The proposed amendment to the Arts Fund policy is to incorporate the changes in the City Council administration of the HOT Funds to the Arts Fund Policy.

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

SECTION 1. The City Council hereby approves the amendment to the Arts Fun Policy and provides an effective date.

SECTION 2. The amendment to the Arts Fund Policy is attached hereto and incorporated herein as Exhibit "A."

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15 day of October, 2024.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Arts Funding Policy for the City of Duncanville Using Hotel Occupancy Tax (HOT) Funds

1. Establishment of the Duncanville Arts Fund
The City Council of Duncanville has established a dedicated Arts Fund, known as the “Duncanville Arts Fund,” to support and promote the arts within our community. This special revenue fund will be used for the promotion, creation, and installation of art throughout Duncanville, as well as for artisan events held within city limits. Managed by the Duncanville Arts Commission, the fund is designed to support the arts community and grow annually, reflecting the City's commitment to enhancing and expanding its cultural and artistic offerings. The City Council will provide final oversight as needed to ensure the fund’s effectiveness and alignment with community goals.

2. Purpose of the Arts Fund
The Arts Fund aims to support a broad range of art-related programs and activities that promote tourism and contribute to the hotel and convention industry. This includes funding for instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts-related activities.

3. Authorization for HOT Funds
The City Council of Duncanville authorizes and directs the City Manager to transfer 15% of the annual HOT funds revenue to the Arts Fund. These funds are designated for expenditures that align with the goals of this policy as established by the City Council.

4. Legal Framework and Eligibility

- **HOT Fund Use:** According to Section 351.101(a) of the Texas Tax Code, municipal hotel occupancy tax funds may be used exclusively to promote tourism, including the arts and the hotel and convention industry. Texas Attorney General Opinion GA-0124 reinforces this utilization.
- **Restrictions on Facilities:** Based on Attorney General Opinion KP-0131, HOT funds cannot be used solely for the construction of arts facilities. Such expenditures must be combined with other authorized categories of hotel tax expenditures to comply with legal requirements.

5. Eligible Expenditures
Art funds may be used for a variety of art-related programs that directly promote tourism and hotel activity, in line with HOT fund requirements. Eligible art forms include, but are not limited to:

- Instrumental and vocal music
- Dance

- Drama
- Folk art
- Creative writing
- Architecture
- Design and allied fields
- Painting
- Sculpture
- Photography
- Graphic and craft arts
- Motion pictures
- Radio, television, tape, and sound recording

6. Fund Administration

- **Management:** The Arts Fund will be administered by the Duncanville Arts Commission, which is responsible for overseeing and approving fund allocations.
- **Growth:** The fund is designed to grow annually, aiming to enhance the City's cultural landscape and support tourism.

7. Approval Process

Expenditures: All requests for funding should be directed to the Arts Commission and the City Council. The City Council, as the administrator of HOT funds, reserves the right to authorize expenditures regardless if the Arts Commission has recommended an approval or denial of the request.

8. Reporting and Accountability

The Arts Commission will provide regular quarterly reports to the City Council detailing the use of the Arts Fund and its impact on tourism and hotel occupancy. An annual review will be conducted to evaluate the effectiveness and alignment with the City's goals.

9. Policy Review

The City Council or Arts Commission may conduct regular reviews to ensure expenditures align with the intended use of HOT funds and fulfill statutory requirements. The impact of funded projects on tourism and hotel activity will be assessed, and any discrepancies between the economic impact and HOT funds spent will be addressed in

compliance with state regulations. The City Council reserves the right to make changes to this policy at any time.

Amended by City Council 10/15/24

RESOLUTION NO. 2025-462

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE EXPENDITURE OF TWENTY THOUSAND DOLLARS ($20,000.00) FROM THE CITY'S ARTS FUND, ADOPTED IN FISCAL YEAR 2025, TO THE DUNCANVILLE ARTS COMMISSION FOR THE PURPOSE OF SUPPORTING CULTURAL PROGRAMMING INCLUDING A JUNETEENTH MULTI-DAY ARTS EVENT, A HISPANIC HERITAGE POP-UP EVENT DURING THE BEST SOUTHWEST HISPANIC HERITAGE FESTIVAL, AND TWO ARTS AND BUSINESS MIXERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, supports initiatives that foster cultural enrichment, economic development, and community engagement through the arts; and

WHEREAS, the Duncanville Arts Commission has proposed a series of programs and events that align with these objectives, including a Juneteenth Multi-Day Arts Event, a Hispanic Heritage Pop-Up Event to be held in conjunction with the Best Southwest Hispanic Heritage Festival in Duncanville, Texas, and two Arts and Business Mixers; and

WHEREAS, the City Council previously adopted the Arts Fund in Fiscal Year 2025 to promote and sustain arts and cultural initiatives throughout the City; and

WHEREAS, the City Council finds that the use of these funds for the proposed events is consistent with the intended purpose of the Arts Fund and serves a clear public benefit.

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

SECTION 1. That the City Council hereby authorizes the expenditure of Twenty Thousand Dollars ($20,000.00) from the City's Arts Fund, adopted in Fiscal Year 2025, to the Duncanville Arts Commission for use in planning and executing a Juneteenth Multi-Day Arts Event, a Hispanic Heritage Pop-Up Event, and two Arts and Business Mixers.

SECTION 2. That the funds shall be used to support events that enhance cultural awareness, foster economic development, and encourage community engagement, with all programming to occur within the city limits of Duncanville, Texas

SECTION 3. That this Resolution shall take effect immediately upon its adoption.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Consider Resolution 2025-465 approving a Hotel Occupancy Tax Fund Grant for the FY25 budget in an amount not to exceed $7,000 to Duncanville Community Theatre to directly enhance and promote tourism and the hotel industry.

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:
Marcela Perez, Economic Development Coordinator

BACKGROUND/HISTORY:
The Duncanville Community Theatre was approved for $25,000 by the DCEDC, which is less than the originally requested $32,000, back in September of 2024 during the administration of the HOT funds. DCT is requesting the additional funds to cover the theatre's operational costs. Recently, they replaced the artwork on their billboard located on I-35E in DeSoto. After some negotiation with Clear Channel, the owner of the billboard, they were able to reach an agreement. The extra funding is needed to support their marketing efforts for the upcoming season, which runs from June 1 to May 31.

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. The Duncanville Community Theatre has received Hotel Occupancy Tax (HOT) Funds grants annually.

The request of the $7,000 for HOT Funds grants did not go before the Arts Commission, and is not being requested to come from the Arts Fund.

This grant request of $7,000 is for advertising and marketing pursuant to authorized uses of HOT funds:

Use of Local Hotel Occupancy Tax Revenues
Criteria #1: *First, every local hotel occupancy tax revenue expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry.*
Criteria #2: *Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.*

Applicable Category (#3)
3) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity. This provision allows hotel occupancy tax revenue expenditures for solicitations or promotional programs/advertising directly related to attracting tourists and convention delegates to the city or its vicinity. Such expenditures are traditionally in the form of internet, social media, newspaper, mail, television, or radio ads; or solicitations to attract attendees to an event or meeting at a facility. The advertising or promotion must directly promote the hotel and convention industry. For example, the Texas Attorney General ruled that the local hotel occupancy tax may not be used for advertising or other economic development initiatives or improvements to attract new businesses or permanent residents to a city.

FUNDING SOURCE:

ORG and Object Number
10011000 - 700445

Available Budget	Purchase Amount	After Encumber
$90,152.00	$7,000.00	$83,152.00

ACTION ALTERNATIVES:
1. Approve Resolution 2025-465 authorizing a Hotel Occupancy Tax Fund Grant for the FY25 budget in an amount not to exceed $7,000 to Duncanville Community Theatre.
2. Do not approve the Resolution.
3. Other actions as directed by Council.

ATTACHMENTS:
DCT Form - HOT Use Application 2024 submitted 4.8.25
FY24-25 Advertising and Marketing Plan
Resolution No. - 2025-465 - HOT Grant FY25 - Duncanville Community Theatre
What Cities Need to Know to Administer Hotel Taxes (July 2023)

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: April 2, 2025

Organization Information

Name of Organization: Duncanville Community Theatre

Address: 106 S. Main Street

City, State, Zip: Duncanville, TX 75116

Contact Name: Amy Jackson Contact Phone Number: DCT: 972-780-5707 Cell: 214-683-3756

Web Site Address for Event or Sponsoring Entity: www.dctheatre.org

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 75-2257980

Entity's Creation Date: June 1988; Official Corporation 8.24.1988

Purpose of your organization: DCT is committed to providing quality diverse live theatrical performances with extensive audience appeal featuring both professional and amateur directors, performers and technicians, as well as theater education and outreach opportunities for all ages.

Event Information

Name of Event or Project: 2024-25 Season (Partial) through beginning of 2025-26 Season

Date of Event or Project: On-going Performances & Operations 10.1.24-9.30.25

Primary Location of Event or Project: 106 S. Main Street, Duncanville

Amount Requested: $ 7,000.00

How will the funds be used? Marketing brochures, magazine ads, Chamber Visitor Center ads, facebook posts and boosts, email marketing, freeway signage & other promotion as needed. 2. Production Expenses including scenery, props, lighting, scripts, costumes, sound, royalties, director & accompanist honorariums, 3. Facility costs including utilities, routine maintenance, building repairs as needed and custodial expenses.

Primary Purpose of Funded Activity/Facility:

Offer live theatrical performances which will attract a variety of visitors to Duncanville, many of whom will travel to DCT from areas outside of Duncanville city limits. These visitors will typically also purchase meals, gasoline, and some hotel rooms while visiting DCT. At the same time, we will also provide quality entertainment to local patrons.

Percentage of Hotel Tax Support of Related Costs

76% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax (% includes previous $25K grant)

44% Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event (% includes previous $25K grant)

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities_____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **b) Registration of Convention Delegates**: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: $_____

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: $ $7,000

In detail, describe how the funds will be used and include appropriate documentation.

1. Promotion & Advertising including full-color brochures for mail-outs, hotel lobby displays, & Duncanville Visitors Center; freeway signage, magazine ads, facebook boosts, etc.
2. Production expenses, including scenery, props, lighting, scripts, costumes, sound, royalties, printing, video projection, director and musician honorariums, etc.
3. Facility costs, including utilities, routine maintenance, building repairs as needed, insurance, and custodial expenses.

☐ **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: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city**. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality**. Amount requested under this category: $_____

What tourist attractions will be the subject of the signs?

_____

_____

_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 36 ½
2. Expected Attendance: 2600 Performance attendees 2024-2025 Season
3. How many people attending the Event or Project will use Duncanville hotels? est. 10 (5 rooms)
4. Number of rooms rented for your event: N/A
5. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? Hotel rooms used for DCT events are booked directly by individual patrons and performers and not via a block; however we do offer a 50% ticket discount to Duncanville hotel guests
6. 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
2021/22	32,000.00	5*
2022/23	32,000.00	7**
2023/24	32,000.00	3***

* **Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.**

*An actor stayed at the Hilton Garden Inn 2 nights during the February 2022 production to avoid driving home to North Dallas during the snow/ice storm. DCT does not have a copy of his personal receipt. DCT paired tickets with a hotel stay for three separate Chamber Auction items

**While certainly not an official visitor's center, DCT is often approached by Patrons concerning hotel recommendations. Approximately 7 hotel rooms were booked at the Hilton Garden Inn by Esther Stoker's family during the 2022/23 season. All of these stays were courted away from DeSoto hotels.

***Friends of DCT performers & directors who attended performances of The Mousetrap in March of 2024 stayed at the Hampton Inn one night and LaQuinta one night. Information obtained during box office conversations. One additional night stay was part of a Chamber of Commerce raffle ticket prize package in October 2023.

7. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? informal box office and private conversations with patrons; direct information/receipts from cast & crew members; follow-up discussions with hotels; auction item sales information from Chamber,

8. Please list other organization, government entities, and grants that have offered financial support to your project: Duncanville Rotary Club: $500; Duncanville Women's Club: $600 along with 35+ attendees to each production; Chamber of Commerce offers complimentary LED sign advertising in exchange for use of theatre resources

9. 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?

   Tickets are sold to all performances; All regular tickets $15. Musical tickets are +$1. All ticket pricing is subject to change per DCT Board direction. All ticket sales are deposited into DCT general operating funds for general expenses as needed

10. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet: (figures noted below are for entire 24-25 Season)

Newspaper/Magazine:	$ 2,600.00
Radio:	$
TV:	$
Other Paid Advertising:	$ 4,390.00

Constant Contact Email:	$530.00
Website Maintenance:	300.00
Chamber Advertising:	300.00
Facebook Blasts:	60.00
Billboard:	1,200.00
Postage:	1,000.00
Printing:	1,000.00

Number of Press Releases/Media Alerts sent to the Media: 8
Number of Direct Mailings to out-of-town recipients: 7 mailings; approx, 80 per mailing
Other Promotions: Provide complimentary ticket gift certificates to numerous civic organizations throughout the DFW Metroplex, many outside of the "Best Southwest" area

11. 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

12. Will you negotiate a special rate or hotel/event package to attract overnight stays?
    Yes, when applicable

13. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

1. Encourage additional TripAdvisor and Facebook posts

2. Partner with hotels to create Theatre/Hotel specials and advertise this on the website, facebook & emails

3. Make additional on-line posts encouraging out-of-town patrons to book Duncanville hotel stays

14. What geographic areas does your advertising and promotion reach? Primarily central Texas; however, also all across the nation and internationally via Facebook and website traffic

15. How many individuals will your proposed marketing reach that are in another city or county? estimate 400+

16. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

    Expected Attendance Monthly/Annually: 2600 Estimated Annually

    Percentage of those in attendance that are staying at area hotels/lodging facilities: est. 2-4%

Please Submit To: Economic Development Administrator

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 972.780.5090.
or email eco@duncanvilletx.gov

Duncanville Community Theatre

Advertising & Marketing Plan

1. Advertising & Marketing Plan Details
2. 2024-2025 Season Bill - Complete
3. 2024-2025 Season Bill – Rack Cards
4. Website Screen Shots; 7.29.2024
5. 2024-2025 Budget

Duncanville Community Theatre

HOT FUNDS 10.1.24-9.30.25
ADVERTISING & MARKETING PLAN

I. PRINT & SIGNAGE

A. USPS mailing list of approximately 200+ with 40% outside Duncanville
   1. One main mailing in Summer 2024 with planned season events and performances along with patron membership information
   2. Minimum of one postcard mailing per production

B. Now Magazines
   1. Small ad for each production (6 total) in Southwest NOW
   2. Small ad for some productions as appropriate in Midlothian & N. Ellis Co. NOW
   3. Congratulatory school ads showing DCT logo

C. Focus Daily News
   1. Story with photo for each production
   2. Share story on DCT Facebook page with link to article

C. 12' x 24' Billboard on I-35E south-bound service road

D. Duncanville Chamber of Commerce LED Sign

E. Press releases with performance information sent to various entities

II. INTERNET/ON-LINE MARKETING

A. *Constant Contact* email program with 980+ subscribers
   1. One main email in Summer 2024 with Season Reveal information
   2. Minimum of two emails per production & special events
   3. Various other emails throughout season as appropriate

B. DCT website: www.dctheatre.org
   1. Homepage featuring current show & ticketing information
   2. Menu Item for production currently showing; provide QR code in lobby with link for patrons to access during show, along with paper programs
   2. "Directions" link with map
   3. "Plan a Visit to DCT" page with links to all Duncanville hotels and listing of Duncanville restaurants
   4. Provide links to City of Duncanville, Duncanville ISD, and Duncanville Chamber of Commerce

C. Facebook
   1. Maintain active Facebook page with numerous posts per show
   2. "Like" various Duncanville activities, generating interest in local activities

3. Minimum of six paid "Blasts" per year to promote DCT and Duncanville

D. Submit Information/Listings to Various News and Tourism Sites

E. Membership in Theatre Network of Texas
   1. Listing on TNT Marquee on www.texastheatres.org website
   2. TNT Marquee emails for each production (opening & closing weekends)

F. Other Website Listings
   1. Membership listing in American Association of Community Theatres
   2. Production Listings on play publisher websites
      a. Dramatic Publishing Company (www.dramaticpublishing.com)
      b. Broadway Licensing (www.broadway licensing.com)
      c. Concord Theatricals (www.concordtheatricals.com)

G. Google listing maintained with reviews

H. Trip Advisor listing and reviews
   1. #1 "Attraction" under "Things to Do"

III. HOTEL/MOTEL SPECIFIC MARKETING

A. 50% discount to guests in Duncanville hotels
   1. Brochure rack cards available for display
   2. 50% coupon cards available for hotel use

B. Advertise in Duncanville Visitor's Guide – "Community Profile and Map"

C. Provide tickets to be paired with dinner and a hotel stay
   1. Chamber of Commerce Auction
   2. Lion's Club Fundraisers
   3. Duncanville Education Foundation Auction
   4. Duncanville Women's Club Auction

D. Provide links to all Duncanville hotels/motels on DCT website

E. Distribute Duncanville hotel/motel information to DCT cast and crew

F. 12' x 24' Billboard on I-35E south-bound service road
   1. "Book a Stay and See a Play"
   2. Directions to DCT from I-35E in DeSoto
   3. Currently under redesign with new artwork

IV. MISCELLANEOUS MARKETING ACTIVITIES

A. Chamber of Commerce involvement:
   1. Exhibit at *Flavor of Duncanville*
   2. Sponsor Chamber Breakfasts, Luncheons and other activities
   3. Present special programs for Rotary, Lion's Club, Women's Clubs, etc.

B. Loan props, costumes, & equipment to Churches & Civic Groups

2024 Duncanville Community Theatre 2025

www.dctheatre.org **972.780.5707**

Mama Won't Fly

August 8-11 & 15-17

By Jessie Jones, Nicholas Hope & Jamie Wooten
Directed by Jerry Ayers

With only four days until a family wedding in California, feisty Mama in Alabama refuses to fly. The solution: a wild and crazy road trip to make the nuptials on time. Both ferociously funny and surprisingly heartwarming, this show promises a good time for all!

THE LONE STAR LOVE POTION

September 19-22 & 26-28

by Michael Parker
Directed by Elisa Guse

The wealthy owner of a large Texas ranch has died and predictably has left everything to his niece. However, after the reading of the will, the long-time butler produces a reputed love potion and before long everyone is sipping the sample with hilarious results.

Not a Creature Was Stirring...

November 21-24 & December 5 & 7*

by Pat Cook
Directed by Amy Jackson

Missing the Christmas spirit? Then, the slightly cynical editor of the Herald Tribune can help, even if he has to dig around for a sweet holiday headline. This fast-paced nod to Frank Capra guarantees laughs and a feel-good lump in your throat to usher in the Season!

Outside Mullingar

February 6-9 & 13-15

by John Patrick Shanley
Directed by Heather Winkelman

Anthony and Rosemary, two introverted misfits, have spent their entire lives living next door to each other. Yet, somehow these sweet eccentric souls fight their way toward happiness – a delightful story about how it's never too late to take a second chance on love.

Prescription: Murder

March 20-23 & 27-29

by William Link & Richard L. Levinson
Directed by Joe Skrivanek

In this inspiration for the hit TV series, *Columbo*, a brilliant psychiatrist and his mistress hatch a plot to murder his possessive wife. Among perfect alibis, bizarre impersonations and dueling wits, Lt. Columbo carefully concocts the perfect trap to solve the case.

NUNSENSE II

May 8-11 & 15-17

Book, Music & Lyrics by Dan Goggin
Directed by Kevin Paris

The Little Sisters of Hoboken, those humble nuns with a touch of showbiz flair, return in style, dancing and singing their way across the stage with their "Thank You Program" and straight into everyone's heart – the perfect laugh-out-loud way to end the Season!

***Two Performances on December 7: 3 p.m. & 8 p.m.; No show on Dec. 6 so all can enjoy the Duncanville Christmas Events**

(All information is tentative and subject to change)

Thurs-Sat: 8 p.m. ♦ Matinees: 3 p.m. ♦ Tickets: $15 ♦ +$1 for NUNSENSE II

Reservations Recommended; DCT is located at 106 S. Main, Duncanville, TX

Great theatre for the "Best Southwest" since 1988!

GREAT THEATRE FOR THE "BEST SOUTHWEST"

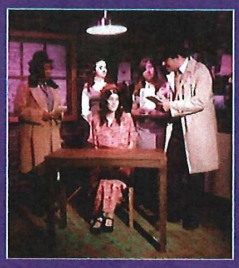
SINCE 1988!





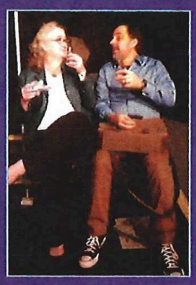


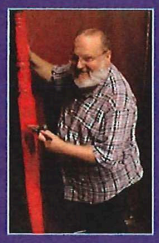


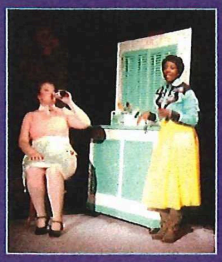


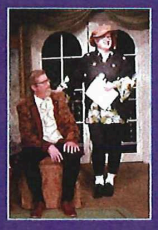




















Duncanville Community Theatre



Mama Won't Fly

August 8-11 & 15-17

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Directed by Jerry Ayers

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September 19-22 & 26-28

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(all information is tentative & subject to change)

☆ ☆

Thu-Sat: 8 p.m. ♦ Matinees: 3 p.m. ♦ Tickets: $15

+$1 for NUNSENSE II

Reservations Recommended

106 S. Main, Duncanville, TX 75116

972-780-5707 ♦ www.dctheatre.org

Current DCT Website Screen Shots

www.dctheatre.org

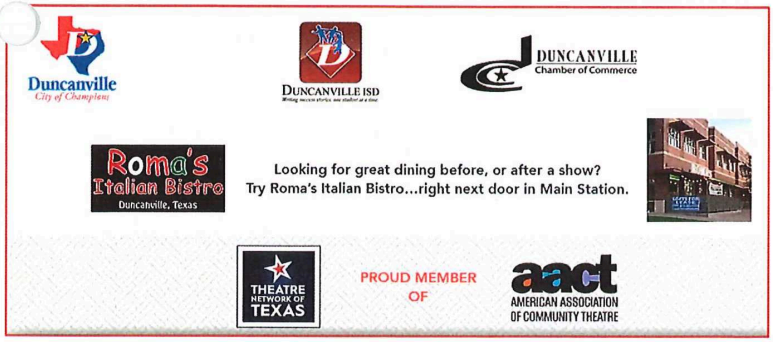
"Home" Screen Shot



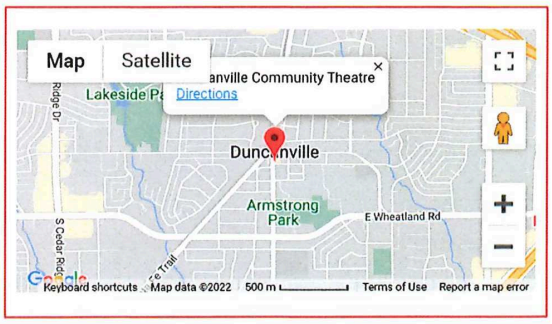
"Current Season" Screen Shot



Home Page Links Screen Shot



Map/Directions Screen Shot



"Plan Your Visit" Screen Shot





Duncanville Community Theatre
2024-2024 Season Budget

Account Number	Account Name	2023-24 Actual	2024-2025 Budget
Income			
Donations			
4200	Donations & Membership	$29,885.00	$32,000.00
4300	Fundraising	$0.00	$5,000.00
4320	Memorial Donations	$1,100.00	$1,000.00
Total Donations		$30,985.00	$38,000.00
Other Income			
4100	Concessions	$664.84	$700.00
4350	HOT Funds Disbursement*	$35,496.82	$32,000.00
4360	Workshop Revenue Ticket	$1,559.25	$1,890.00
4400	Sales	$30,854.57	$32,000.00
8200	Interest Income	$5,177.93	$500.00
Total Other Income		$73,753.41	$67,090.00
Total Income		$104,738.41	$105,090.00
Expense			
Administrative			
400	Salaries	$15,360.00	$19,000.00
12202	FICA - DCT	$1,159.74	$1,568.00
Total Administrative		$16,519.74	$20,568.00
Advertising			
6100	Advertising & Promotion	$2,856.26	$3,000.00
7200	Postage	$801.00	$1,000.00
7202	Printing	$753.40	$1,000.00
Total Advertising		$4,410.66	$5,000.00
Production			
6000	Accompanist Honorarium	$1,783.00	$1,000.00
6540	Director Honorarium Dues &	$7,100.00	$7,500.00
6550	Subscriptions Licenses &	$605.00	$750.00
7000	Fees Production Supplies	$431.70	$450.00
7203	Royalties	$5,175.72	$6,000.00
7350	Scripts	$6,100.00	$6,000.00
7405		$2,373.10	$2,500.00
Total Production		$23,568.52	$24,200.00
Facilities			
300	Insurance	$5,372.50	$6,000.00
6900	Theatre Cleaning & Custodial	$4,656.00	$5,000.00
7250	Rent	$1.00	$1.00

Account Number	Account Name	2023-24 Actual	2024-25 Budget
7300	Maintenance & Improvements - Main	$3,523.65	$4,000.00
7310	Maintenance & Improvements - Annex	$2,305.97	$3,000.00
7450	General Supplies	$1,204.59	$2,000.00
7455	Security	$180.00	$500.00
7600	Telephone & Internet	$1,507.16	$1,500.00
7750	Utilities - Main	$9,298.66	$10,500.00
7755	Utilities - Annex	$1,938.29	$3,000.00
Total Facilities		$29,987.82	$35,501.00
Miscellaneous			
6950	Legal & Accounting	$743.20	$1,400.00
Total Miscellaneous		$743.20	$1,400.00
Total Expense		$75,229.94	$86,669.00
Total		$29,508.47	$18,421.00

***Please Note that HOT Funds disbursement exceeds the $32K grant amount due to the difference in DCT and the City fiscal years. The budget is based on DCT's fiscal year which runs from June 1 to May 31.**

RESOLUTION NO. 2025-465

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A HOTEL OCCUPANCY TAX GRANT FOR THE FY25 BUDGET IN THE AMOUNT OF $7,000 TO THE DUNCANVILLE COMMUNITY THEATRE TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Duncanville City Council, after consideration of the application of the Duncanville Community Theatre finds that expenditures will directly enhance and promote tourism and the hotel industry in the City and its vicinity, and further finds that the expenditures are for one of the statutorily authorized categories.

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves Resolution 2025-465 authorizing a Hotel Occupancy Tax Grant in an amount not to exceed seven thousand dollars and no cents ($7,000) to the Duncanville Community Theatre for live theatrical performances which will attract a variety of tourists to Duncanville.

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

SECTION 3. This resolution shall take effect immediately upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of May, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

What Cities Need to Know to Administer Municipal Hotel Occupancy Taxes

Texas Hotel & Lodging Association

REVISED JULY 2023

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Criteria #1: First, every local hotel occupancy tax revenue expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. 14

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. 16

1) Funding the establishment, improvement, or maintenance of a convention center or visitor information center. 16

2) Paying the administrative costs for facilitating convention registration. 17

3) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity. 17

4) Expenditures that promote the arts. 17

5) Funding historical restoration or preservation programs. 20

6) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of under one million. 20

7) Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities. 21

8) Funding transportation of tourists from hotels to attractions 23

9) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. 24

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Introduction

Since 1967, hotel occupancy taxes have been an important tool for Texas municipalities to promote growth in tourism and hotel activity. Today, nearly every city in Texas with a hotel operating in the city limits levies a municipal hotel occupancy tax.[1] In turn, hotel guests generate economic activity for local businesses and generate nearly $3 billion in annual tax revenues for local governments, including but not limited to over $680 million annually in local hotel occupancy tax revenue, increased sales taxes, alcoholic beverage taxes, and property taxes.[2] If a tourist is motivated to come to an area or to extend his or her stay at a hotel due to activities or facilities funded with hotel occupancy tax revenues, the local and state economies benefit. In turn, the hotel occupancy tax revenues generated from additional room night activity funds future programs and tourism-related facilities, creating an economic engine which provides prosperity for the area.

Unlike property tax and sales tax revenues, which cities can use for most public purposes, local hotel occupancy tax revenues fall under a more structured statutory mandate. Municipal hotel occupancy taxes are a dedicated tax and are primarily governed by Chapter 351 of the Texas Tax Code. This guide assists local governments, hotel occupancy tax grant applicants, and lodging operators in all aspects of the municipal hotel occupancy tax process, including the rules on allowable expenditures of these funds by Texas cities.

Authorized Municipalities

All incorporated Texas municipalities, including general law and home rule cities, may enact a hotel occupancy tax within the city limits.[3] A city with a population of under 35,000 may also adopt the hotel occupancy tax within that city's extraterritorial jurisdiction (ETJ).[4] Most cities are eligible to adopt a hotel occupancy tax at a rate of up to seven percent of the price paid for the use of a hotel room.[5] Additionally, a city or county may not propose a hotel occupancy tax rate that would result in a combined hotel occupancy tax rate imposed from all sources that would exceed 17 percent of the price paid for the room.[6] If a city adopts the hotel occupancy tax within its ETJ, the combined state, county, and municipal hotel occupancy tax rate may not exceed 15 percent.[7]

In addition to local hotel occupancy taxes, all lodging properties operating in Texas are subject to a six percent state hotel occupancy tax.[8] Governed under Chapter 156 of the Texas Tax Code, the state hotel occupancy tax is collected by the Texas Comptroller. Funds from the state six percent hotel occupancy tax flow directly to the Texas Comptroller's office and are largely used for the general governmental operations of the State. However, a 1/12th portion of the state hotel occupancy tax revenue is dedicated to funding tourism promotion through Texas's marketing campaign.[9]

---

[1] Texas Hotel & Lodging Association (THLA) maintains a listing of most city and county hotel tax rates, accessible upon request to THLA members.
[2] *Source:* Office of the Governor of Texas, Economic Development and Tourism; Texas Comptroller of Public Accounts Annual Cash Report.
[3] Tex. Tax Code Ann. § 351.002(a) (2023).
[4] § 351.0025(a).
[5] § 351.003(a).
[6] Tex. Loc. Gov't Code § 334.254(d). Note that the 17 percent cap does not apply to a city that approved a higher hotel tax through a venue ballot proposition prior to September 1, 2013, such as El Paso.
[7] § 351.0025(b).
[8] Tex. Tax Code § 156.051.
[9] § 156.251(d).

Collecting the Tax

Under the Texas Tax Code, the following lodging properties are considered "hotels" and are required to collect hotel occupancy taxes from their guests: "Any building or buildings in which members of the public obtain sleeping accommodations for consideration" for less than 30 days, including a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, or bed and breakfast facilities.[10] Additionally, a "short-term rental," defined as the rental of all or part of a residential property to a person who is not a permanent resident, is subject to hotel occupancy taxes.[11] The Texas Administrative Code also includes "manufactured homes, skid mounted bunk houses, residency inns, condominiums, cabins, and cottages within the definition of a "hotel" if the facility is rented for periods of under 30 days.[12] Hospitals, sanitariums, nursing homes, dormitories or other non-hotel housing facilities owned by institutions of higher education, and oilfield portable units do not collect the tax.[13] Subject to various exemptions, state and local hotel occupancy taxes are imposed on any "person" who pays for the use of a room in a hotel, including corporations, organizations, and other legal entities. The hotel room must cost $2 or more per day for the local hotel occupancy tax to apply, and $15 or more per day for the state hotel occupancy tax to apply.[14]

Meeting rooms versus sleeping rooms:
The rental of sleeping rooms in hotels are subject to both state and local hotel occupancy taxes. However, there is a difference in how state and local hotel occupancy taxes apply to the rental of meeting rooms in hotels. While the rental of sleeping rooms in hotels are subject to both state and local hotel occupancy taxes, meeting room rentals are not subject to local hotel occupancy taxes.[15] The rental of a meeting room or meeting space in a hotel is subject to the state six percent hotel occupancy tax provided the room or space is physically located in a structure that also contains sleeping rooms.[16] For meeting rooms and banquet halls located in a structure that is physically separated from a structure that contains sleeping rooms, neither state nor local hotel occupancy taxes apply to the rental of the meeting rooms or banquet halls, provided rental costs or charges are separately stated from any lodging costs or other charges on the guest's invoice or receipt.[17]

It must be noted that sales tax may apply to the costs associated with the rental of meeting rooms or banquet halls located in a structure that is physically separated from a structure that contains sleeping rooms if the lodging facility provides food or beverage service that is subject to sales tax.[18] Such sales tax would apply to the meeting room or banquet hall rental costs or charges regardless of whether the food or beverage charges are separately stated on the guest's invoice or receipt.[19]

Food and beverage and other hotel charges:
Certain hotel guest charges assessed are subject to hotel occupancy taxes, while other guest charges are subject to state and local sales tax. Common hotel charges usually subject to sales taxes (but generally

[10] Tex. Tax Code § 156.001(a); 34 Tex. Admin. Code Ann. § 3.161(a)(3) (2023).
[11] Tex. Tax Code § 156.001(c).
[12] Tex. Tax Code § 156.001(a); 34 Tex. Admin. Code Ann. § 3.161(a)(3) (2023).
[13] Tex. Tax Code § 156.001.
[14] Tex. Tax Code § 156.051(a); § 351.002(a).
[15] *Id.*
[16] Tex. Tax Code § 156.051(a); Tex. Comptroller Opinion Letter No. 200103106L, Mar. 9, 2001.
[17] *Id*.
[18] 34 Tex. Admin. Code Ann. § 3.161(a)(3) (2023); Tex. Comptroller Opinion Letter No. 201010556L, Oct. 2010.
[19] *Id*.

not subject to hotel occupancy taxes) are hotel banquet service fees, food and beverage fees, movie rentals, dry cleaning/laundry services, internet connection, parking, and portage or bellhop fees.

Hotel charges related to the occupancy of a sleeping room or readying a sleeping room for occupancy are usually subject to hotel occupancy taxes only. Common hotel charges subject to hotel occupancy taxes are rollaway bed charges, pet charges, smoking fees, room damage fees, room safe charges, and late or early checkout fees.[20] It is important to note that if a hotel offers services as part of a package rate included with lodging, and the price of a specific good or service is not separately stated on a guest's invoice, bill, or folio, the entire package is subject to hotel occupancy taxes.[21]

Additionally, a special rule applies to whether hotel occupancy taxes are imposed on a hotel room rental cancellation fee. A 1989 Texas Comptroller's hearing concluded that hotel occupancy taxes are not due on charges to guests who 1) cancel more than 30 days before the schedule stay begins, or 2) when the total cancellation charge is less than the reserved room rate.[22] This rule applies both to individual reservations and also to group contracts.[23]

Application of local hotel occupancy tax rate increases on pre-existing contracts:
If a municipality increases its hotel occupancy tax rate, the increased tax rate generally does not apply to a hotel room under a contract that was executed before the date the increased rate takes effect. The increased tax rate does not apply in such cases if the prior contract specified the former local hotel occupancy tax rate as a term in the agreement. [24] This prior contract exemption also does not apply if the contract's terms state that the contract is subject to "applicable taxes" or to change or modification from a tax rate increase.[25] A fully prepaid room night is likely to be considered a prior contract.

Exemptions from the Local Tax

Texas law provides certain hotel occupancy tax exemptions based on the length of a guest's stay or the guest's affiliation with an exempt organization. Texas law is more generous with exemptions from the state six percent hotel occupancy tax than it is for local hotel occupancy tax exemptions. The state hotel occupancy tax law generally allows for an exemption from state hotel occupancy tax for the following entities: educational, charitable, and religious entities. However, these entities are *not exempt* from local hotel occupancy taxes.[26]

Focusing specifically on the local hotel occupancy taxes, there are primarily four categories of exemptions permitted from municipal and county hotel occupancy taxes:

1) **Permanent Resident/Over 30-Day Stay:** Persons or businesses who have agreed in advance to use a hotel room for more than 30 consecutive days (i.e., the "permanent resident" hotel occupancy tax exemption).[27]

[20] THLA maintains a list of most hotel charges and which tax, if any is assessed on a particular charge. This list is available upon request to THLA members.
[21] Tex. Comptroller Opinion Letter No. 200102031L, Feb. 7, 2001.
[22] Texas Comptroller's Hearing Decision No. 24,654 (1989).
[23] *Id.*
[24] Tex. Tax Code § 351.007.
[25] *Id.*
[26] Tex. Tax Code § 156.102.
[27] Tex. Tax Code § 156.104.

2) **Federal Employees:** Federal employees traveling on official business;
3) **Diplomats:** Foreign diplomats with a tax-exempt card issued by the U.S. Department of State;
4) **High Ranking State Officials**: A very limited number of state officials with a hotel occupancy tax exemption card (e.g., heads of state agencies, state legislators and legislative staff, members of state boards and commissions, and state judges).

Hotel guests claiming items two through four of the above exemptions are required to show appropriate identification and to fill out a "Hotel Occupancy Tax Exemption Certificate" promulgated by the Texas Comptroller.[28] The tax exemption certificate form is available on the Texas Comptroller's website at https://www.comptroller.texas.gov/taxes/hotel/forms/. It is advisable for hotels to have such forms available to guests to fill in if the guest seeks to claim such exemptions.

"Permanent residents" (guests who stay for more than 30 days):
Special attention should be paid to the "permanent resident" hotel occupancy tax exemption. The permanent resident exemption applies to both state and local hotel occupancy taxes, and ensures that hotel guests staying more than 30 days are taxed the same as residents staying at extended-stay properties, apartments, corporate rental facilities, rental houses, etc.[29] The Texas Tax Code states that any "person" who has the right to use or possess a lodging room for at least 30 consecutive days is exempt from state and local hotel occupancy taxes, provided there is no interruption in payment or right to occupancy of the room during this period.[30] In Texas, a "person" also includes a corporation or business. Therefore, one should look to whether the same person, corporate entity, business, or other entity paid for the room for that entire period.

If, in advance or upon check-in, the guest provides written notice to a hotel of intent to occupy a guest room for 30 days or longer, no hotel occupancy tax is due for any part of a guest's stay. A signed registration card or confirmed reservation indicating the guest's intent to occupy a room for 30 days or longer is sufficient written notice.[31] Furthermore, the guest is not actually required to physically occupy the room, but the guest must maintain the right to occupy the room for the length of the exemption period.[32]

If no written notice is provided upon check-in that can be documented by a written agreement (guest reservation, confirmation, registration, or separate agreement), the first 30 days of the guest's stay are **not** hotel occupancy tax-exempt.[33] However, the guest's stay becomes automatically hotel occupancy tax exempt on the 31st day for lodging charges beyond the 31st day, regardless of whether there was prior notice of the guest's intent to stay for 30 days or more, as long as there has been no interruption in payment for the room or right to occupy the room.[34]

THLA generally recommends hoteliers collect hotel occupancy taxes from the guest for the first 30 days of the guest's stay. On the 31st day of the guest's stay, provided there is no interruption of payment for the room and there was prior written notice indicating the guest's intent to stay 30 days or longer, the hotel should refund the collected hotel occupancy taxes for the first thirty days. This protects the hotel from incurring tax liability should the guest check out before staying at least 30 days. The hotel could

[28] *Id.*
[29] § 156.101.
[30] Tex. Tax Code § 156.101; 34 Tex. Admin. Code § 3.161(a)(4).
[31] Tex. Comptroller Opinion Letter No. 200601452L, Jan. 27, 2006.
[32] 34 Tex. Admin. Code § 3.161(b)(2)(C).
[33] § 3.161(b)(2)(A).
[34] *Id.*

choose to not collect the hotel occupancy tax during the stay if the guest paid in advance for the entire 30 days and there was no allowance for a refund if the guests checks out early.

State Employees: Most rank-and-file state employees do not have a special hotel occupancy tax exemption card issued by the Texas Comptroller that prevents them from having to pay the state and local hotel occupancy tax even when they are on official business. Such state employees must pay the state and local hotel occupancy tax when paying their bill and, their state agency may later apply for a refund from the state and local government tax offices.[35] The state agency the employee works for is responsible for requesting a refund from the state and local government.

City and County Employees/Officials: City and county officials and employees are not exempt from the state or the local hotel occupancy tax, even if the officials or employees are traveling on official business.[36] Additionally, cities have no legal authority to authorize additional exemptions from the hotel occupancy tax that are not recognized in the Tax Code.[37] The Attorney General ruled in JM-865 (1988) that cities cannot grant an exception to the hotel occupancy tax for religious, charitable, or educational organizations without new constitutional or statutory authority to do so.

Letters of tax exemption: The Texas Comptroller maintains an online database of entities that have been granted a "Letter of Tax Exemption" from the state hotel occupancy tax. Note that educational and charitable entities are not exempt from local hotel occupancy taxes. Most commonly, these organizations fall into the religious or charitable categories of exemption from the state hotel occupancy tax. The State Comptroller generally requires a letter of tax exemption to accompany a completed hotel occupancy tax exemption certificate form before an exemption may be granted on this basis. The comptroller's approved letter of exemption database is accessible online at: https://www.comptroller.texas.gov/taxes/exempt/search.php. It is important to note that many entities may be exempt from the state sales tax, but are not exempt from the state or local hotel occupancy tax.

For religious entities with a national affiliation, oftentimes the national organization's letter of tax exemption will cover individual congregations.[38] For example, a search of "Baptist Convention" on the online database reveals that the "NATIONAL BAPTIST CONVENTION OF AMERICA INCORPORATED" holds a letter of tax exemption that will also be valid for subordinate entities. An individual Baptist congregation affiliated with the National Baptist Convention can use the national organization's letter of tax exemption to accompany the signed exemption certificate.

To simplify the hotel occupancy tax exemption issue, THLA publishes a chart that hotels and city governments can utilize to determine when a hotel occupancy tax exemption is permitted under state law and what documentation is required.

[35] §3.163(b).
[36] *See generally* Tex. Tax Code § 351.005; Tex. Comptroller Opinion Letter No. 200202815L, Feb. 22, 2002.
[37] Tex. Att'y Gen. JM-865 (1988).
[38] Tex. Comptroller Opinion Letter No. 200109470L, Sep. 13, 2001.

THLA's Simplified Hotel Occupancy Tax Exemption Rules

TYPE OF BUSINESS REQUESTING EXEMPTION	EXEMPT FROM STATE H.O.T.	EXEMPT FROM LOCAL H.O.T.	COMMENTS
Agricultural Development Corporations	Yes	Yes	**Guest must present Texas Comptroller letter of tax exemption,** and **Guest must fill out tax exemption certificate form.**
City & County Employees	Not exempt	Not exempt	Local government employees are not exempt from hotel occupancy taxes, even when traveling on official business.
Charitable Organizations	Depends (see comments to the right)	Not exempt	**Guest must present Texas Comptroller letter of tax exemption,** and **Guest must fill out tax exemption certificate form.** Charitable entities must be able to show that they devote all or substantially all of their activities to the alleviation of poverty, disease, pain, and suffering by providing food, clothing, drugs, treatment shelter, or psychological counseling directly to indigent or similarly deserving members of society, with entity funds derived from sources other than fees or charges for its services. Other 501 (c) (3) and 501 (c) (6) entities are not exempt.
Texas Educational Organizations (see comments on the right regarding differences between Texas and out-of-state educational organizations)	Yes	Not exempt	**Guest must fill out tax exemption certificate form.** State law limits the state hotel occupancy tax exemption for higher education entities to only Texas institutions of higher education. Out-of-state higher education entities are not exempt from the state or local hotel occupancy tax. However, out-of-state educational entities that are not institutions of higher education (high schools, middle schools, elementary schools, etc.) are exempt from state hotel occupancy taxes just like their Texas counterparts.
Electric & Telephone Cooperatives	Yes	Yes	**Guest must present Texas Comptroller letter of tax exemption,** and **Guest must fill out tax exemption certificate form.**
Federal Credit Unions	Yes	Yes	**Guest must fill out tax exemption certificate form, and Present a valid ID.** Texas Comptroller opinion letters indicate that employees traveling on official business as employees of a federal credit union are treated as federal government employees.
Federal Employees (includes FEMA and Red Cross reimbursed rooms)	Yes	Yes	**Guest must fill out tax exemption certificate form,** and **Present a valid ID.**
Foreign Diplomats	Yes	Yes	**Guest must fill out tax exemption certificate form,** and **Guest must present tax exempt card issued by U.S. Department of State.**

TYPE OF BUSINESS REQUESTING EXEMPTION	EXEMPT FROM STATE H.O.T.	EXEMPT FROM LOCAL H.O.T.	COMMENTS
Health Facilities Development Corporations	Yes	Yes	**Guest must present Texas Comptroller letter of tax exemption,** and **Guest must fill out tax exemption certificate form.**
Housing Authorities & Finance Corporations	Yes	Yes	**Guest must present Texas Comptroller letter of tax exemption,** and **Guest must fill out tax exemption certificate form.**
Pan American Games Olympic Games Local Organizing Committees	Yes	Yes	**Guest must present Texas Comptroller letter of tax exemption,** and **Guest must fill out tax exemption certificate form.**
Permanent Residents (30 days or more)	Yes	Yes	Guest must notify hotel of their intent to stay 30 or more days at the beginning. Guests who notify hotel in advance or at check-in of intent to stay longer than 30 days and have no interruption in their stay qualify for a state and local hotel occupancy tax exemption for their first 30 days of their hotel stay, and any consecutive days thereafter. If stay is interrupted, hotel occupancy taxes must be paid. Guests who do not notify the hotel of the anticipated over 30-day duration of their stay are only exempt for hotel occupancy taxes beginning on the 31st consecutive day of their stay.
Public Facility Corporation	Yes	Yes	**Guest must present Texas Comptroller letter of tax exemption,** and **Guest must fill out tax exemption certificate form.**
Regional Education Service Centers	Yes	Not exempt	**Guest must present Texas Comptroller letter of tax exemption,** and **Guest must fill out tax exemption certificate form.**
Religious Organizations	Yes	Not exempt	**Guest must present Texas Comptroller letter of tax exemption,** and **Guest must fill out tax exemption certificate form.**
High Ranking State Officials with Hotel occupancy tax Exemption Photo ID Card	Yes	Yes	**Guest must fill out tax exemption certificate form,** and **Guest must present state photo ID card that specifically notes that employee is exempt from hotel occupancy tax.** These include only heads of state agencies; members of state boards and commissions; state legislators and their staff; and state judges.
General State Employees without Special Hotel occupancy tax Exemption Photo ID Card	Not exempt	Not exempt	Guest must pay the state and local hotel occupancy tax, and then their state agency may apply for hotel occupancy tax reimbursement from the local and state governments through a separate process.

How the City Receives the Municipal Hotel Occupancy Tax

The hotel occupancy tax is collected from the hotel guest when the guest makes payment for the hotel room. The tax is then remitted by the hotel to the city on a regular basis, to be established by the city, usually monthly or quarterly. Although the Texas Comptroller's Office is not directly involved in the collection of the local hotel occupancy tax, cities sometimes use the same reporting timeframes for local hotel occupancy tax collection that are used by the Texas Comptroller for collection of the state hotel occupancy tax. This allows hotels to follow a consistent payment pattern. The Texas Comptroller's timeframes are as follows: Hotels owing less than $500 in state hotel occupancy tax for each calendar month, or $1,500 for a calendar quarter, report and remit tax on the 20th day of the month following the end of the fiscal year quarter. All other hotels file monthly state hotel occupancy tax returns by the 20th day of the following month. If the 20th day falls on a weekend or bank holiday, the hotel occupancy tax return is due on the next business day.[39]

Regardless of the reporting period used, cities often require hotels to include a copy of the hotel's state hotel occupancy tax report for the Texas Comptroller as part of their report. The state report data may be used to check the local report provided by the hotel to the city. It is important to remember, however, that the amount of taxable revenue will vary to a certain degree between the state and local hotel occupancy tax based on the amount of state hotel occupancy tax exempt business a property handles that is not exempt from the local hotel occupancy tax, and the amount of meeting room rentals subject solely to the state hotel occupancy tax.

Reimbursement to a Hotel for Collection Expenses, and Use of Local Hotel Occupancy Tax Revenues by a City for Tax Collection Costs

By ordinance, a municipality may allow hotel operators to retain up to one percent of the amount of hotel occupancy taxes collected as reimbursement for the costs of collecting the tax.[40] The municipality may require hotels to forfeit the reimbursement because of a failure to pay the tax or failure to file a report as required by the municipality.[41]

Cities may spend each year not more than the lesser of one percent or $75,000 of the city's hotel occupancy tax revenues for the actual costs during that year for the creation, maintenance, operation, and administration of an electronic tax administration system.[42] If a city uses hotel occupancy tax revenue for such a system, the city must allow the hotels to retain one percent of the hotel occupancy tax revenue collected to offset the costs of collecting the tax. A city may contract with a third party for this electronic administration system.[43] The state statutes do not contain any other provisions allowing city governments to retain any of the collected tax to cover costs of imposing or collecting the tax.

A city may not use hotel occupancy tax revenue to pay for audits of area hotels.[44] However, cities that undertake responsibility for operating a facility or event funded by the local hotel occupancy tax may be reimbursed from the hotel occupancy tax revenues for actual expenses incurred in operating the facility or event, if the hotel occupancy tax funded expenditure directly promotes tourism and local hotel and convention activity.[45]

[39] Tex. Comptroller's FAQ, https://comptroller.texas.gov/taxes/hotel/.
[40] Tex. Tax Code § 351.005(a).
[41] § 351.005(b).
[42] § 351.1012.
[43] *Id.*
[44] *Id.*
[45] § 351.101(e).

Penalties for Failure to Report or Collect the Tax

The local hotel occupancy tax statutes provide for specific penalties a city may assess against hotel operators who fail to file the hotel occupancy tax collections report, file late or without full payment, or produce false tax returns.[46]

Interest, penalties, and attorney's fees:
A city may include a provision in its hotel occupancy tax ordinance that imposes a 15 percent penalty of the total amount of the tax owed, but only if the tax has been delinquent for at least one complete municipal fiscal quarter.[47] Additionally, a delinquent hotel operator may be liable to the municipality for the municipality's reasonable attorney's fees.[48] The hotel occupancy tax ordinance may also include a provision that makes it a criminal misdemeanor offense for failure to collect the tax, failure to file a return, filing a false return, or failure to timely make the hotel occupancy tax remittances.[49]

A city may assess interest on delinquent unpaid hotel occupancy taxes, with interest accruing from the first day after the date the hotel occupancy tax is due to the city.[50] The maximum interest rate a city may assess is the greater of either, 1) the prime rate published in the Wall Street Journal plus one percent, or 2) the rate the city imposed on January 1, 2013.[51]

Audits, audit costs, and concurrent state tax delinquencies:
Generally, a city may not use hotel occupancy tax revenues to pay for audit costs associated with administrating the collection of hotel occupancy taxes.[52] However, a city can require a hotel to pay the costs of a city audit of the hotel's revenues if the hotel did not file a tax report as required by the municipality, but only if 1) the hotel is delinquent for at least two complete municipal calendar quarters; and 2) the municipality has not received a disbursement from the Texas Comptroller for the hotel's concurrent state hotel occupancy tax delinquency.[53]

The concurrent state hotel occupancy tax delinquency provision in the Tax Code allows cities to receive a commission from the Texas Comptroller if the Comptroller successfully utilizes city audit information to collect delinquent state hotel occupancy taxes from the hotel.[54] First, a city submits any documentation or other information to the Comptroller that shows a hotel's failure to collect or pay hotel occupancy tax. The Comptroller then reviews the submitted information and determines whether to proceed with state hotel occupancy tax collection and enforcement.[55] If the information submitted by the city results in the collection of delinquency state hotel occupancy taxes, the Comptroller will remit 20 percent of the revenues collected by the Comptroller to the city, to defray the city's hotel occupancy tax audit costs.[56]

Alternatively, a city may request any available state hotel occupancy tax audit information from the Texas

[46] § 351.004.
[47] *Id.*
[48] *Id*.
[49] *Id.*
[50] § 351.0042.
[51] *Id.*
[52] *See generally* § 351.101(e). The Tax Code contains an exception to the prohibition on using hotel occupancy tax revenues to pay for audit costs specific to the City of Amarillo. Under Tex. Tax Code § 351.1067, the City of Amarillo may use hotel occupancy tax revenues to pay for the costs of auditing a hotel, provided the City audits no more than one-third of the total number of hotels in the city in any fiscal year.
[53] § 351.004.
[54] *Id.*
[55] *Id.*
[56] *Id.*

Comptroller. The city must keep such state hotel occupancy tax audit information confidential and use the information only for enforcement or administration of the city's hotel occupancy tax. To obtain such information, a city may make a written request to the Comptroller's Office, Open Records Section, at P.O. Box 13528, Austin, Texas 78711. The request must be on city letterhead and signed by a high-level city official, preferably the mayor. Requests can also be made using an electronic portal found on the Comptroller's website: https://comptroller.texas.gov/about/policies/open-records/. A city may also fax such a written request to the Comptroller's Office, Open Records Section, at (512) 475-1610.

Enforcement Authority of a City

Cities are also given the authority to take the following actions against a hotel operator who fails to report or collect the local hotel occupancy tax:

- require the forfeiture of any revenue the city allowed the hotel operator to retain for its cost of collecting the tax;[57]
- bring a civil suit against the hotel operator for noncompliance;
- ask the district court to enjoin operation of the hotel until the report is filed and/or the tax is paid;[58] and
- any other remedies provided under Texas law.

The most noteworthy of these remedies is the ability of the city to request that the district court close the hotel if the hotel occupancy taxes are not turned over. Informing the hotel operator of the possibility of such a closure generally results in compliance by the hotel.

A city may also require in its hotel occupancy tax ordinance that persons buying a hotel retain out of the purchase price an amount sufficient to cover any delinquent hotel occupancy taxes that are due to the city.[59] If the buyer does not remit this amount or show proof that the hotel is current in remitting its hotel occupancy taxes, the buyer becomes liable for any past delinquent hotel occupancy taxes due on the purchased hotel.[60] The purchaser of a hotel may request that the city provide a receipt showing that no hotel occupancy tax is due ("Letter of No Tax Due") on the property to be purchased.[61] The city is required to issue the statement not later than the 60th day after the request. If the city fails to issue the statement by the deadline, the purchaser is released from the obligation to withhold the amount due from the hotel purchase price.[62]

The statute of limitations for a lawsuit related to the collection and delinquency of hotel occupancy taxes is four years from the date the hotel occupancy tax is due.[63] However, the statute of limitations period does not apply if a hotel fails to file a report for the tax, or if the hotel files a false or fraudulent report with the intent to evade the tax.[64]

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[57] *Id.*
[58] *Id.*
[59] § 351.0041.
[60] *Id.*
[61] *Id.*
[62] *Id.*
[63] *Id.*
[64] *Id.*

Use of Local Hotel Occupancy Tax Revenues

There is a two-part test for every expenditure of local hotel occupancy tax.[65]

Criteria #1: First, every local hotel occupancy tax revenue expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry.[66]

Under the Tax Code, every event, program, or facility funded with local hotel occupancy tax revenues must be likely to do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry.[67] "Tourism" is defined under Texas state law as guiding or managing individuals who are traveling to a different, city, county, state, or country for business, pleasure, recreation, education, or culture.[68] 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.[69] This activity may result from hotel or convention guests who are already in town and choose to attend the hotel occupancy tax revenue 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 occupancy tax revenue funded event or facility.

If the hotel occupancy tax revenue 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.[70] However, it is important to note that events and facilities that do not qualify for hotel occupancy tax revenue funding are often still legally eligible for city funding from other funding sources available to the city, such as general property tax revenues, general sales tax revenues, franchise fee revenues, etc.

There is no statutory formula for determining the level of impact an event must have to satisfy the requirement to directly promote tourism and hotel and convention activity.[71] However, communities with successful tourism promotion programs often condition the amount of hotel occupancy tax revenue that is awarded to the proportionate impact of the event or facility on tourism and hotel activity incident to the funding request. 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.

A city or delegated entity should also consider whether a funded event will be held in a venue that will likely attract tourists and hotel guests. For example, if an event is held in a local school or community center, it may be less likely to attract tourists than if it is held at a local performing arts venue, museum, or civic center. Each community will need to assess whether the facility hosting the function is likely to attract tourists and hotel guests. Similarly, if an event is a community picnic, local parade, educational class, or other similar type of event, it is often not likely to attract tourists and hotel guests and would not likely be eligible for hotel occupancy tax revenue funding.

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[65] §§ 351.101(a), (b).
[66] §§ 351.101(b).
[67] *Id.*
[68] § 351.001(6).
[69] *See* Op. Tex. Att'y Gen. Nos. GA-0124 (2003), JM-690 (1987).
[70] *Id.*
[71] *See generally* Tex. Tax Code §§ 351.101(a), (b).

Finally, it is a good practice to utilize a hotel occupancy tax revenue application form. THLA has a sample hotel occupancy tax revenue application form and a "post event" form that are already in use by many city governments throughout Texas. For a copy of these two forms, call THLA at (512) 474-2996, or email THLA at news@texaslodging.com. These forms pose questions of funding applicants such as "Do you have a hotel room block for your events?" and "What do you expect to be the number of room nights sold for this event?" Additionally, the application asks if the entity has negotiated a special hotel price for attendees of their funded event. If the entity does not find the need to reserve a hotel space or a room block or negotiate a special hotel rate, it is not likely that they anticipate their event/s will have a meaningful impact on hotel activity.

City staff and hotel occupancy tax revenue funded entities can also visit with area hoteliers who, in many cases, can provide feedback on whether any of their hotel guests expressed an interest in attending such events or facilities in the past. Hotel front desk and management staff usually know what local events and facilities were of interest to their guests by notes in their reservation systems, requests for directions, and information and transportation to such venues by hotel patrons.

After a hotel occupancy tax revenue grant recipient's event or program is offered for several years, the recipient should have a reasonable idea as to whether their event or program's attendance includes a particular number of tourists and hotel guests. For example, some entities track whether guests are staying at local hotels via their event guest log or surveys. Other entities measure potential out-of-town attendance from their ticket sales records or other survey information.

It is important to note that Texas law also provides that local hotel occupancy tax revenue may not be used for general revenue purposes or general governmental operations of a municipality.[72] It also may not be used to pay for governmental expenses that are not directly related to increasing tourism and hotel and convention activity.[73] For example, consider a request to use the hotel occupancy tax revenue to pay for construction of additional lighting, restrooms, roads, sidewalks, or landscaping in a downtown area. These are expenditures for which the city would traditionally use its general revenues. Therefore, such an expenditure would violate the prohibition against using the hotel occupancy tax revenue for "general governmental operations of a municipality."[74] It is difficult to argue that such improvements to a non-tourism facility would "directly" promote tourism and hotel activity. At best, one could argue the improvements would "indirectly" enhance tourism and hotel activity—which is not sufficient under the clear language of the Tax Code to qualify for funding from the local hotel occupancy tax.

[72] Tex. Tax Code § 351.101(b); *see also* Op. Tex. Att'y Gen. Nos. JM-184 (1984), JM-965(1988).
[73] *Id.*
[74] *Id.*

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.[75]

The nine categories for expenditure of the hotel occupancy tax are as follows:

1) **Funding the establishment, improvement, or maintenance of a convention center or visitor information center.**

This category allows expenditures of the hotel occupancy tax for the creation, improvement, or upkeep of a convention center or a visitor information center, or both.[76]

Convention centers.
The term "convention center" is defined to include civic centers, auditoriums, exhibition halls, and coliseums that are owned by the city or another governmental entity or that are managed in whole or in part by the city.[77] It also includes parking areas within 1,500 feet of the convention center facility.[78] It does not include facilities that are not of the same general characteristics as the structures listed above.

Texas law specifies that for a facility to be funded as a convention center, it must be a facility primarily used to host conventions and meetings attended by tourists or individuals who spend the night at a hotel or attend a meeting at a hotel.[79] "Primarily used" in this context means that more than 50 percent of the bookings for the facility are to host conventions or meetings that directly promote tourism and the hotel and convention industry.[80]

Simply naming a facility a convention center or visitor information center does not automatically qualify the facility as a "convention center." The authority to use the hotel occupancy tax revenue for facilities is limited and any such facility must meet the above noted "primary usage" test. For example, general civic buildings such as the city hall, local senior citizen centers or activity centers would not qualify as convention centers that could be funded by hotel occupancy tax revenue.

Visitor information centers.
A visitor information center is defined as a "building or a portion of a building that is primarily used to distribute or disseminate information to tourists."[81] A visitor information center may be operated by the city itself or by another entity such as a chamber of commerce or other entity.[82] If the visitor information center and staff serve multiple purposes (e.g., chamber staff or a chamber facility that is both the chamber office and a visitor center), the cost of the visitor center and its operational costs including staffing can only be covered by local hotel occupancy tax revenue to the extent the facility and the staffing are used for activities related to directly funding hotel activity.[83] Municipal hotel occupancy tax revenues may not be spent under the visitor information center category to construct, operate, staff, or maintain a part of

[75] Tex. Tax Code § 351.101(a).
[76] § 351.101(a)(1).
[77] § 351.001(2).
[78] *Id.*
[79] *Id.*
[80] *Id.*; *see generally* Tex. Tax Code §§ 351.101(a), (b).
[81] § 351.001(8).
[82] *Id.*
[83] 351.101(f-1); 351.101(e).

a building or facility that is not primarily used as a visitor information center.[84]

2) Paying the administrative costs for facilitating convention registration.

This provision allows local hotel occupancy tax revenue expenditures for administrative costs that are actually incurred for assisting in the registration of convention delegates or attendees.[85] This is generally an expenditure by bigger cities that hold large conventions, and includes covering the personnel costs and costs of materials for the registration of convention delegates or attendees.

3) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.

This provision allows hotel occupancy tax revenue expenditures for solicitations or promotional programs/advertising directly related to attracting tourists and convention delegates to the city or its vicinity.[86] Such expenditures are traditionally in the form of internet, social media, newspaper, mail, television, or radio ads; or solicitations to attract attendees to an event or meeting at a facility. The advertising or promotion must directly promote the hotel and convention industry.[87] For example, the Texas Attorney General ruled that the local hotel occupancy tax may not be used for advertising or other economic development initiatives or improvements to attract new businesses or permanent residents to a city.[88]

4) Expenditures that promote the arts.

This section authorizes the expenditure of local hotel occupancy tax revenue for a variety of art-related programs that also promote tourism and local hotel and convention activity.[89] Specifically, it allows funding the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms.[90] However, it is not enough that a facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.[91]

Section 351.101(a) of the Tax Code specifically states, "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 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."

THLA and Texans for the Arts (TFA) created a memorandum of understanding to assist local governments

[84] § 351.101(f-1).
[85] § 351.101(a)(2).
[86] § 351.101(a)(3).
[87] § 351.101(b).
[88] Op. Tex. Att'y Gen. No. JM-690 (1987).
[89] Tex. Tax Code § 351.101(a)(4).
[90] *Id.*
[91] § 351.101(b).

in implementing hotel occupancy tax laws as they relate to the arts. To comply with the hotel occupancy tax statute, THLA and TFA agree that to be eligible for arts funding from HOT revenues, arts-related recipients must satisfy the following three requirements:

1. The recipient must present, perform, promote, encourage or otherwise make possible, artistic events, cultural performances, programs, exhibitions or lectures involving any of the major art forms listed in Texas Tax Code Section 351.101 (a) (4), or "other arts related to the presentation, performance, execution and exhibition of these major art forms."
2. The hotel occupancy tax funded programs, facilities, or events must be advertised and open to the general public. And,
3. The hotel occupancy tax for funded programs, facilities, or events must be expended in a manner that directly enhances and promotes tourism and the convention and hotel industry.

With regard to the requirement within Number 3 above related to directly enhancing and promoting tourism and the convention and hotel industry, THLA and TFA agree that the Tax Code does not require a recipient to demonstrate a proportionate level of direct impact on tourism and the convention and hotel industry to be eligible for local hotel occupancy tax revenue funding. However, the demonstration of some level of direct impact on tourism and the convention and hotel industry is required.

The following factors may be beneficial to consider, but this list is neither exhaustive nor mandatory:

a. Offering Arts Events as Part of a Tourism/Hotel Event: The hotel occupancy tax revenue funded arts entity can show a direct impact on the hotel and convention industry by providing entertainment or arts related services for conventions, conferences and meetings that are attended in whole or part by convention and/or hotel guests.
b. Use of Hotel Facilities/Services by the Arts: The hotel occupancy tax revenue funded arts entity can show a direct impact on the hotel and convention industry by using local lodging facilities and/or lodging services for galas or other events that are held by the hotel occupancy tax revenue funded arts entity. A direct impact on hotels can also be shown through the use of hotel dining or hotel entertainment facilities by arts patrons either before and/or after hotel occupancy tax revenue funded arts events.
c. Creating or Causing Room Night Activity at Area Hotels: The hotel occupancy tax revenue funded arts entity can show a direct impact on the hotel and convention industry through the reservation of hotel rooms for visiting artists and/or showing other hotel activity that is directly attributable to the hotel occupancy tax revenue funded arts event or facility.
d. Surveying of Attendees at Arts Related Events: The hotel occupancy tax revenue funded arts entity can show a direct impact on the hotel and convention industry through audience or attendee questionnaires, polling, hotel block booking codes, or other methods that show hotel night or other hotel or convention activity that is directly attributable to the hotel occupancy tax revenue funded arts event or facility. Surveying of Attendees at Arts Related Events: The hotel occupancy tax revenue funded arts entity can show a direct impact on the hotel and convention industry through audience or attendee questionnaires, polling, hotel block booking codes, or other methods that show hotel night or other hotel or convention activity that is directly attributable to the hotel occupancy tax revenue funded arts event or facility.

There are many success stories of cities that have partnered with the arts entities to turn one day arts events into multi-day events that can substantially increase tourism and hotel activity. Such partnerships and long-term planning can help both foster the arts and grow hotel occupancy tax revenue proceeds that

can be made available to the arts and other eligible uses.

Expenditure Cap on Art-Related Events and Activities

The percentage of total local hotel occupancy tax revenue funds a city may allocate to the arts category is limited by state statute. Most cities in Texas may not expend more than 15 percent of the city's annual hotel occupancy tax revenue on the arts category. The "Special Rules" section of this guide, starting on page 28, sets forth the funding cap that applies to each city.

Once a city's annual expenditures of local hotel occupancy tax revenue reach the applicable cap on expenditures for the arts, the city may not expend any additional hotel occupancy tax revenue in that budget year for projects which would fairly fit under the arts category. For example, if an expenditure provides funding to advertise an arts program, that expenditure is categorized under the "promotion of the arts" subsection of the Tax Code, and the expenditure would be subject to the annual applicable cap on expenditures for the arts.

Attorney General opinion on arts-related facilities

In 2017, the Texas Attorney General issued opinion number KP-0131 regarding whether a city can expend hotel occupancy tax revenues for an arts-related facility under the arts category of the Tax Code. This opinion was requested by the City of Lakeway regarding funding the construction of a new performing arts center (referred to as "PAC"), to be owned by the City. The City of Lakeway requested an Attorney General opinion on whether the City may legally use hotel occupancy tax revenue to pay for 1) a feasibility study for the PAC, and 2) the construction, operation, and maintenance of the PAC.

In Opinion KP-0131, the Attorney General took a strict position on using local hotel occupancy tax revenue for an arts facility. The opinion states that the phrase, "promotion of the arts," in the state statute does not expressly authorize the use of municipal hotel occupancy tax revenues for the construction of arts facilities. The opinion concluded, "construction costs of theater facilities, considered alone, are not within the scope" of the arts category of hotel occupancy tax expenditures.[92] Based on this reasoning, it seems that the Texas Attorney General holds that funding of a physical structure with local hotel occupancy tax revenue must be specifically authorized under some other statutory category of hotel occupancy tax revenue expenditures, aside from the general "promotion of the arts" category.

In 2021, the Texas Attorney General reaffirmed KP-0131 by issuing KP-0350, regarding whether a city can expend hotel occupancy tax revenues for the completion of public space and a clubhouse at an apartment complex.[93] Opinion KP-0350 held such an expenditure is not allowable under the Tax Code, and reaffirmed KP-0131, stating, "Opinion KP-0131 concluded that construction costs, considered alone, are not within the scope of subsection 351.101(a)(4), and that any construction costs associated with any particular facility are proper costs for the hotel occupancy tax revenue only if they are incurred under subsection 351.101(a)(1). Tex. Att'y Gen. Op. No. KP-0131 (2017) at 2. An expenditure made under subsection 351.101(a)(4) must conform to these limitations to satisfy the second aspect." Additionally, KP-0350 concluded that because the expenditure would benefit apartment residents, rather than hotel guests, the expenditure does not qualify under the Tax Code.

[92] Op. Tex. Att'y Gen. No. KP-0131 (2017).
[93] Op. Tex. Att'y Gen. No. KP-0150 (2021).

5) Funding historical restoration or preservation programs.

A city may spend a portion of its hotel occupancy tax revenues to enhance historical restoration and preservation projects or activities, or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums that are likely to attract tourists and hotel guests.[94] Texas law does not limit such funding to structures that are owned by a public or nonprofit entity, or to whether the project is listed on a historic registry, but the city may choose to impose such limitations by city ordinance or policy.

It is not enough that a project or activity event merely be historical in nature; Texas law requires that the historical related expenditure also directly promote tourism and the hotel and convention industry.[95] 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 Attorney General in Opinion GA-0124 (2003) reaffirmed this standard when it held: "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."

Additionally, the percentage of total local hotel occupancy tax revenues that a city may allocate to the historical program's category is generally limited by statute. Most cities in Texas may not expend more than 15 percent of the city's annual hotel occupancy tax revenue on the historical restoration and preservation category.[96] See the "Special Rules" section of this guide, starting on page 28.

6) Funding certain expenses, including promotional expenses, directly related to a sporting event within counties with a population of under one million.

This section authorizes a municipality located in a county with a population of under one million to use local hotel occupancy tax revenue to fund certain expenses, including promotional expenses, directly related to a sporting event.[97] To qualify under this authorization, the sporting event must be one that would "substantially increase economic activity at hotels and motels within the city or its vicinity."[98] The statutory authorization also requires that a majority of the participants in the sporting event be tourists (visitors from another city or county) to the area.[99]

This category is intended to allow communities to fund the event costs for sporting tournaments that result in substantial hotel activity. For example, if a city had to pay an application fee to seek a particular sporting event or tournament, if could use hotel occupancy tax revenue for such an expenditure if the sporting event would substantially increase economic activity at hotels and the city was within a county of under one million population. The added requirement that a majority of the participants must be "tourists" was included to prevent the use of local hotel occupancy tax revenue for sporting related facilities or events that are purely local (e.g., local recreation centers, local little league and parks events, intramural sports, etc.).

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[94] § 351.101(a)(5).
[95] § 351.101(b).
[96] § 351.103(c)
[97] § 351.101(a)(6).
[98] *Id.*
[99] *Id.*

7) Funding the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities.

Certain statutorily bracketed cities may use local hotel occupancy tax revenue to enhance and upgrade existing sports facilities owned by the municipality.[100] The municipality must own the sporting facility, and the municipality must meet one of the following population requirements:

i. The municipality has a population of 80,000 or more, and is located in a county that has a population of 610,000 or less: **Abilene, Amarillo, Baytown, Beaumont, Brownsville, Bryan, College Station, Corpus Christi, Garland, Grand Prairie, Killeen, Laredo, League City, Longview, Lubbock, Mesquite, Midland, New Braunfels, Odessa, Pearland, Round Rock, San Angelo, Temple, Tyler, Waco,** and **Wichita Falls**.[101]

ii. The municipality has a population of at least 80,000, but not more than 125,000, and is located in a county that has a population of less than 240,000 but more than 233,500: **Bryan** and **College Station**.[102]

iii. The municipality has a population of at least 10,000 and is located in a county that has a population of more than 70,000 and borders Lake Livingston; or has a population of 36,000 or more and is located in a county with a population of less than 95,000 that borders Oklahoma: **Huntsville** and **Texarkana**.[103]

iv. The municipality has a population of at least 13,000 but not more than 48,000, and is located in a county that has a population of at least 200,000: **Addison, Alamo, Alton, Alvin, Angleton, Anna, Azle, Balch Springs, Bellaire, Belton, Benbrook, Buda, Burleson, Celina, Cibolo, Colleyville, Converse, Coppell, Copperas Cove, Corinth, Crowley, Deer Park, Dickinson, Donna, Duncanville, Farmers Branch, Forest Hill, Friendswood, Fulshear, Glenn Heights, Groves, Haltom City, Harker Heights, Hewitt, Hidalgo, Highland Village, Horizon City, Humble, Hurst, Hutto, Katy, Keller, Lakeway, La Marque, La Porte, Lake Jackson, Lancaster, Little Elm, Live Oak, Manor, Melissa, Mercedes, Murphy, Nederland, Palmview, Port Neches, Portland, Princeton, Prosper, Rosenberg, Royse City, Sachse, Saginaw, San Benito, San Juan, Schertz, Seabrook, Seagoville, Socorro, South Houston, Southlake, Stafford, Taylor, The Colony, Trophy Club, Universal City, University Park, Watauga, Weslaco, West University Place,** and **White Settlement**.[104]

v. The municipality has a population of at least 70,000, but not more than 90,000, and no part of the city is located in a county with a population greater than 150,000: **Longview**.[105]

vi. The municipality is located in a county that is adjacent to the Texas-Mexico border, the county has a population of at least 500,000, and the county does not have a municipality with a population greater than 500,000: Cities in Hidalgo County including, but not limited to **McAllen, Edinburg, Mission,** and **Pharr**.[106]

vii. The municipality is located in a county that has a population of 100,000 or less and the municipality has a population of, a) more than 24,400 and less than 25,000, or b) more than 28,150 and less than 31,000: **Greenville, Weatherford,** and **Paris**.[107]

viii. The municipality is located in a county that has a population of not more than 300,000 and in

[100] § 351.101(a)(7).
[101] § 351.101(a)(7)(B)(i).
[102] § 351.101(a)(7)(B)(ii).
[103] § 351.101(a)(7)(B)(iii).
[104] § 351.101(a)(7)(B)(iv).
[105] § 351.101(a)(7)(B)(v).
[106] § 351.101(a)(7)(B)(vi).
[107] § 351.101(a)(7)(B)(vii).

which a component university of the University of Houston System is located: **Victoria**.[108]

ix. The municipality has a population of at least 40,000 and the San Marcos River flows through the municipality: **San Marcos**.[109]

x. The municipality is intersected by both State Highways 71 and 95: **Bastrop**.[110]

xi. The municipality that has a population of more than 10,000 and contains a portion of Mound Lake: **Brownfield.**[111]

xii. The municipality that has a population of not more than 15,200, that contains an outdoor gear and sporting goods retailer with retailer space larger than 175,000 square feet: **Buda*.**[112]

xiii. The municipality that has a population of at least 6,000 and that is the county seat of a county that borders that State of Louisiana, is bisected by the United States highway, and has a population of 75,000 or less: **Marshall** and **Carthage.** [113]

xiv. The municipality has a population of more than 67,000 and is located in two counties with 90 percent of the municipality's territory located in a county with a population of at least 800,000, and the remaining territory located in a county with a population of at least four million: **Missouri City**.[114]

xv. The municipality with a population of not more than 1,500 and is located in a county that borders Arkansas and Louisiana: **Queen City***.[115]

xvi. The municipality with a population of at least 200,000 and shares a border with Lake Ray Hubbard: **Garland**.[116]

xvii. A municipality that is the county seat of a county with a population of at least 8,500 and that county contains part of the Chaparral Wildlife Management Area: **Carrizo Springs***.[117]

xviii. A municipality that has a population of more than 67,000 and is located in two counties with 90 percent of the municipality's territory located in a county with a population of at least 800,000, and the remaining territory located in a county with a population of at least four million: **Missouri City**.[118]

xix. A municipality that contains an intersection of Interstate 35E and 35W and at least two public universities: **Denton**.[119]

xx. A municipality that is bisected by the Guadalupe River and is the county seat of a county with a population of 170,000 or more: **Seguin**.[120]

xxi. A municipality that has a population of less than 40,000, contains a portion of Lake Corpus Christi, and is adjacent to a county that has a population of less than 400,000 and contains a municipality with a population of at least 300,000: **Alice**.[121]

xxii. A municipality that has a population of 70,000 or more but less than 90,000 and is located in two counties, one of which has a population of four million or more and the other of which has a

[108] § 351.101(a)(7)(B)(viii).
[109] § 351.101(a)(7)(B)(ix).
[110] § 351.101(k).
[111] § 351.10711.
[112] § 351.101(o). *Buda's legislation allows for the construction of a new sports facility.
[113] § 351.1079(a)(6)(xiv).
[114] § 351.101(a)(6)(x).
[115] § 351.101(n). *Legislation in the 2021 session eliminated the requirement for Queen City's facility to be used at least 10 times in the preceding year for championship sports activity.
[116] §§ 351.101(a)(6)(C); 351.101(a)(7)(B)(xii).
[117] § 351.1069. *Legislation in the 2021 session negated the requirement for Carrizo Spring's facility to be used at least 10 times in the preceding year for championship sports activity.
[118] § 351.101(a)(7)(B)(x).
[119] § 351.101(a)(7)(B)(xi).
[120] § 351.101(t).
[121] § 351.10691.

population of less than 50,000: **Baytown**.[122]

[Note that statutory population brackets are based on the most recent decennial U.S. Census. The most recently decennial Census for which data is available was conducted in 2020. The Texas Legislature updated many of the population brackets via HB 4559 in the 2023 Legislative Session.[123]]

Texas state law further requires that before local hotel occupancy tax can be used for this purpose, the sports facilities and fields must have been used a combined total of more than 10 times for district, state, regional, or national sports tournaments in the preceding calendar year.[124]

If local hotel occupancy tax revenues are spent on enhancing or upgrading a sports facility, the municipality must also determine the amount of "area hotel revenue" generated by hotel activity from sports events held at the local hotel occupancy tax revenue funded facility for the five-year period after the upgrades to the sport facility are completed.[125] The area hotel revenues that were generated from sports events at the hotel occupancy tax revenue funded facility over that five-year period must at least equal the amount of hotel occupancy tax revenue that was spent to upgrade the sports facility. Under this statute, "hotel revenues" refers to the amount of revenue to the hotel from room night sales and any other hotel revenue. It does not refer to the amount of local hotel occupancy tax revenue generated.[126] If the amount of hotel occupancy tax revenue that was spent on the facility upgrades exceeds the hotel revenue attributable to events held at that facility during the five-year period, the municipality must reimburse the hotel occupancy tax revenue fund any such difference from the municipality's general fund.[127]

For example, if a city spent $400,000 on improvements to its soccer fields, it would have to show at least $400,000 in area hotel revenue directly attributable to events held at that soccer field over the five-year period after the soccer field improvements were completed. If the city could only show $300,000 in hotel industry revenue due to events held at that soccer field, the city would have to reimburse the city hotel occupancy tax revenue fund with the $100,000 difference from the city's general fund.

8) Funding transportation of tourists from hotels to attractions

Often with conventions and large meetings, there is a need to transport the convention attendees to different tourism venues. Originally enacted in 2007 and amended in 2023, the Texas Legislature authorized the use of city hotel occupancy tax revenue for any sized city to cover the costs for transporting tourists from hotels to and near the city to any of the following destinations:

- the commercial center of the city;
- a convention center in the city;
- other hotels in or near the city; and
- tourist attractions in or near the city.[128]

[122] § 351.101(s).
[123] Tex. Gov't Code Ann. § 311.005(3) (2023).
[124] Tex. Tax Code §§ 351.101(a)(7), 351.1076.
[125] *Id.*
[126] *Id.*
[127] *Id*.
[128] § 351.110.

The transportation system must be primarily used by tourists.[129] For example, this authority could be used to cover the costs of a city to finance certain private shuttles to operate between the convention center and area hotels and attractions for a large city-wide convention. It is important to note that state law specifically prohibits the use of the local hotel occupancy tax revenue to cover the costs for a transportation system that serves the general public.[130]

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

In 2009, the Texas Legislature added a statutory category that allows cities to use municipal hotel occupancy tax revenue to pay for signage directing tourists to sights and attractions frequently visited by hotel guests in the municipality.[131]

Summary of the Nine Uses for the Local Hotel Occupancy Tax

In summary, local hotel occupancy tax revenues only may be spent to establish or enhance a convention center or visitor information center, cover the administrative expenses for registering convention delegates, pay for tourism-related advertising and promotions, fund arts programs or facilities that will directly promote tourism and hotel and convention activity, fund historic restoration or preservation projects that will directly enhance tourism and hotel and convention activity, in certain cities noted above fund certain costs for holding sporting events and making upgrades to sporting facilities that substantially increase local hotel activity, certain transportation costs for taking tourists from hotels to various tourist attractions, and pay for signage directing tourists to sights and attractions frequently visited by hotel guests. If the city cannot fit an expenditure within one of these nine categories, hotel occupancy tax revenues cannot be used for that purpose, unless a special state statute was passed to allow such additional uses. This article also includes a summary of special provisions and limitations placed on cities that fall into certain population brackets or special geographic areas of the state.

Regarding the use of local hotel occupancy taxes, there is no time limit for a city to expend all its hotel occupancy tax funds. At a minimum, however, state law does require that for cities with a seven percent local hotel occupancy tax rate, at least one-seventh of the hotel occupancy tax revenues must be spent advertising and promoting the city to directly impact tourism and the hotel and convention industry.[132] It should also be noted that state law requires that interest earned on hotel occupancy tax must be spent in the same way as other hotel occupancy tax revenues.[133] State law does not address the use of revenues that are earned from events funded by the local hotel occupancy tax.

[129] *Id*.
[130] *Id*.
[131] § 351.101(a)(9).
[132] §§ 351.103, 351.1035, 351.104(d), 351.105(b), and 351.106(a).
[133] §§ 351.001(9), (10).

Administering Hotel Occupancy Tax Revenue Expenditures

City reporting of information to the Texas Comptroller.

Originally enacted in 2017 and amended in 2023, the Texas Legislature enacted a statute requiring all Texas cities that impose a local hotel occupancy tax to annually report to the State Comptroller the hotel occupancy tax rate that the city levies and certain information about the city's expenditures of local hotel occupancy tax.[134] Specifically, the statute requires the city to report:

1) Its municipal hotel occupancy tax rate;
2) The annual amount of hotel occupancy tax revenue collected from the municipality's Chapter 351 hotel occupancy tax and, if applicable, the municipality's venue hotel occupancy tax under Chapter 334 of the Local Government Code;
3) The amount and percentage of the hotel occupancy tax revenue spent by category during the municipality's preceding fiscal year; and
4) The total amount of any hotel occupancy tax revenue collected in the preceding fiscal year that has not been spent and the amount of total unspent hotel occupancy tax revenues.[135]

A municipality that imposes a hotel occupancy tax (HOT) must report this information to the Texas Comptroller via an online reporting form prescribed by the Comptroller. This form can be found at https://comptroller.texas.gov/transparency/local/hotel-receipts/. Legislation enacted in 2023 requires changes to the form prescribed by the Comptroller for reporting hotel occupancy tax; the updated version of this form is expected to be released no later than January 1, 2024. The 2024 report to the Comptroller must be submitted using this revised form.

Reporting Deadlines: Municipalities have a 60-day window to report the required information. The annual reporting period begins on January 1 and ends on March 1 of each calendar year. [136] Legislation enacted in 2023 moved the end of the reporting period back from the prior February date; this will be in effect for the 2024 reporting period.

Costs associated with reporting: To cover potential costs associated with complying with the reporting requirements, a city with a population of less than 10,000 may use up to $1,000 of its municipal hotel occupancy tax revenue for administrative costs for reporting, and a city with a population of 10,000 or more may use up to $2,500 of its municipal hotel occupancy tax revenue for administrative costs for reporting.[137]

Duty of funded entities to provide a list of activities.

All entities (including the city itself) that are directly or indirectly funded by local hotel occupancy tax revenue are annually required to provide a list of the scheduled activities, programs, or events that will directly enhance and promote tourism and the convention and hotel industry.[138] This list is to be provided annually to the city secretary or his/her designee prior to the expenditure of the hotel occupancy tax

[134] § 351.009.
[135] *Id.*
[136] § 351.009.
[137] § 351.009(d).
[138] § 351.108(b).

revenue funding by the funded entity.[139] An entity may add items to this list at any time, and each city decides the format for providing this information. This documentation requirement does not apply if the entity already provides written information to the city indicating which scheduled activities or events that it offers that directly enhance and promote tourism and the convention and hotel industry. For example, cities that require quarterly or annual reports on the use of hotel occupancy tax revenue by hotel occupancy tax revenue funded entities will satisfy this requirement if their report addresses the extent to which their events directly promote tourism and hotel activity.[140]

It is important to remember that if an entity does not have any such events or programs reasonably expected to directly promote tourism and the hotel and convention industry, it is not eligible for local hotel occupancy tax revenue funding.[141] If only a portion of an entity's programs fit these criteria, then only a proportionate amount of that entity's costs should be covered by the local hotel occupancy tax revenue.[142]

Delegating management of funded activities.

The governing body of a city may delegate the management or supervision of programs funded by the hotel occupancy tax revenue by written contract.[143] The delegation may be made to a person, another governmental entity, or to a private organization.[144] The delegation is often made to a local arts council, a chamber of commerce, or to the destination marketing organization. The municipality shall approve the entity's annual budget prior to delegating the management or supervision of hotel occupancy tax revenue funded programs.[145] Furthermore, the municipality shall require the delegated entity to make periodic reports, at least quarterly, listing the hotel occupancy tax revenue expenditures made by the delegated entity.[146] Additionally, the Tax Code requires that the contracted entity maintain complete and accurate financial records for every expenditure of hotel occupancy tax revenue, and upon the request of the municipality or another person, make the records available for inspection and review.[147]

An entity with delegated authority to manage hotel occupancy tax revenue funded programs undertakes a fiduciary duty with respect to the use of the tax revenue.[148] Such entities are also required to maintain the city hotel occupancy tax revenue in a separate bank account that may not be commingled with any other account or funds.[149] The Tax Code does not contain similar prohibitions against commingling the funds for individual organizations, such as an arts or historical group that receives hotel occupancy tax revenue funding for their individual program, but do not themselves oversee hotel occupancy tax revenue funding to other entities.

Use of hotel occupancy tax revenues to cover administrative expenses.

Under Texas law, some municipal hotel occupancy tax revenue may be used to cover the portion of

[139] *Id.;* § 351.108(d).
[140] § 351.108(g).
[141] § 351.101(b).
[142] § 351.101(e).
[143] § 351.101(c).
[144] *Id.*
[145] *Id.*
[146] *Id.*
[147] § 351.101(d).
[148] § 351.101(c).
[149] *Id.*

administrative costs that are directly attributable to work on activities that may be funded by the local hotel occupancy tax revenue.[150] For example, entities that manage activities funded by local hotel occupancy tax revenue may spend some of the tax for certain day-to-day operational expenses.[151] These expenses may include supplies, salaries, office rental, travel expenses, and other administrative costs.[152] However, these costs may be reimbursed only if the expenses are incurred in the promotion and servicing of expenditures authorized under the hotel occupancy tax statutes.[153] The portion of the administrative costs that are covered should not exceed the portion of the cost that is attributable to the activity funded by the hotel occupancy tax revenue.[154] For example, administrators who spend 33 percent of their time overseeing hotel occupancy tax revenue funded programs should seek funding for no more than 33 percent of their salary or 33 percent of other related overhead costs. Additionally, hotel occupancy tax revenues may be spent on travel that is directly related to the performance of the person's job in an efficient and professional manner.[155] This travel should facilitate the acquisition of skills and knowledge that will promote tourism and the convention and hotel industry.[156]

[150] § 351.101(e).
[151] *Id.*
[152] *Id.*
[153] *Id.*
[154] *Id.*
[155] § 351.101(f).
[156] *Id.*

Special Rules for Certain Municipalities

The Texas Tax Code provides additional rules for certain Texas cities based on the city's population or geographic bracket. Where noted, these special rules supplement or further restrict the general two-part test for hotel occupancy tax revenue expenditures, discussed earlier in this guide. For statutory construction purposes, population brackets are based on the decennial federal census, most recently conducted in 2020.[157]

Cities with populations of less than 200,000.

Minimum expenditure on advertising and promotion:
Cities with populations of less than 200,000 must spend a minimum amount of hotel occupancy tax revenue on advertising and promotion, and that minimum depends on the hotel occupancy tax rate adopted by the city: at least the amount of tax revenue derived at a rate of one percent must be spent on advertising and promotion of the city and its vicinity.[158] For example, if a city has a seven percent hotel occupancy tax rate, at least 1/7th of the hotel occupancy tax revenue must annually be spent on advertising and promoting the city and its vicinity to attract tourists and hotel and convention activity.

15 percent maximum expenditure for the arts and 15 percent maximum expenditure for historical restoration and preservation:
Under § 351.103(c), a city with a population of under 200,000 may not expend more than the greater of either 15 percent of the hotel occupancy tax revenue collected or the amount of tax received by the city at the rate of one percent of the cost of a room on promotion of the arts.[159] Additionally a city with a population of under 200,000 may not allocate more than 15 percent of its hotel occupancy tax revenue for historical restoration or preservation projects.[160]

Cities with a population of 200,000 or greater (except Houston): Arlington, Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Frisco, Garland, Irving, Laredo, Lubbock, Plano, and San Antonio.

In addition to the general two-part test for all expenditures of the hotel occupancy tax revenue, the above cities have certain specific expenditure limitations that apply to their handling of the local hotel occupancy tax.

15 Percent maximum expenditure for the arts and 15 percent maximum expenditure for historical restoration and preservation:
Under § 351.103(c), a city with a population of at least 200,000 may not expend more than the greater of either 15 percent of the hotel occupancy tax revenue collected or the amount of tax received by the city at the rate of one percent of the cost of a room on promotion of the arts.[161] Also, a city with a population of more than 125,000 may not spend more than 15 percent of its hotel occupancy tax revenue on

[157] Tex. Gov't Code § 311.005(3).
[158] § 351.103.
[159] § 351.103(c).
[160] *Id.*
[161] § 351.103(c).

historical restoration and preservation programs.[162]

Garland only: The City of Garland is subject to a special statutory provision that requires it to spend at least 30 percent of its annual hotel occupancy tax revenues to advertising and promotion.[163]

Special rules for the City of Houston.

Maximum hotel occupancy tax rate for Houston:
Houston is capped by statute at a total combined hotel occupancy tax rate of 17 percent.[164] This includes the state, city, county, and sports authority hotel occupancy taxes.[165]

Minimum 23 percent expenditure for advertising and promotion:
The City of Houston must spend at least 23 percent of the tax revenue it collects on advertising and promotion, unless the allocation impairs the City's ability to operate and maintain its convention center facilities or to pledge revenue for the payment of convention center bonds.[166]

Maximum 19.3 percent expenditure for arts:
The City of Houston may not expend more than the greater of 19.3 percent of the hotel occupancy tax revenue collected or the amount of tax received by the city at the rate of 1 percent of the cost of a room on promotion of the arts.[167]

Special Rules for Dallas, Austin, Fort Worth, and San Antonio:

Dallas: 55 percent maximum on funding a convention center, and 45 percent minimum on advertising.
Dallas falls into an additional category, "Populous Municipalities with Council-Manager Government," which requires it to use the revenue derived from the portion of the municipal hotel occupancy tax rate that exceeds four percent for the following purposes: 1) no more than 55 percent for the municipality's convention center complex; and 2) at least 45 percent for advertising and promotion.[168] The tax revenue derived from the application of the tax at a rate of up to four percent may be spent for any of the purposes authorized by Section 351.101.

Additional two percent rate for a convention center facility (Austin, Fort Worth, and San Antonio):
Austin, Fort Worth, and San Antonio are authorized to impose up to a nine percent maximum municipal hotel occupancy tax rate.[169] The revenue derived from application of the tax at a rate more than seven percent, and its interest income, may only be used for the construction of an expansion of an existing convention center facility.[170] This nine percent maximum rate does not apply to Dallas, nor to eligible central municipalities with a population of less than 440,000: Arlington, Corpus Christi, Garland, Grand Prairie, and Irving.[171]

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[162] § 351.103(c).
[163] § 351.103(b-1).
[164] Tex. Tax Code §§ 352.003, 351.003(a); Tex. Local Gov't Code Ann. § 382.155 (2023).
[165] *Id.*
[166] Tex. Tax Code § 351.103(b).
[167] § 351.103(c).
[168] § 351.106.
[169] § 351.003(b).
[170] §§ 351.1065, 351.003(b).
[171] § 351.003(b).

Project financing zones for Houston, San Antonio, Dallas, Austin, Fort Worth, and Corpus Christi:

The cities of Houston, San Antonio, Dallas, Austin, Fort Worth, and Corpus Christi have statutory authority to receive "incremental" state hotel occupancy tax revenues, state sales tax revenues, and mixed beverage tax revenues for 30 years from hotels within a three mile radius of a "qualified project."[172] Known as a "project financing zone" or a "PFZ," this special development tool was originally created in 2013 for Fort Worth and Dallas, and the statute was then amended in 2023 to add Houston, San Antonio, Austin, and Corpus Christi.

In Houston, San Antonio, Austin, and Corpus Christi, a "qualified project" means a convention center, arena, coliseum, stadium, or other type of arena or facility.[173] In Fort Worth, a "qualified project" means a convention center as well as the Will Rogers Memorial Center complex.[174] In Dallas, a "qualified project" is exclusively a convention center.[175] The "incremental tax revenue" consists of the additional state hotel occupancy tax revenues, state sales tax revenues, and mixed beverage tax revenues at certain hotels that exceed a base amount collected from hotels within a three-mile radius of the project. The state funding can be used to fund the construction or improvement of the qualified project, and local hotel tax revenue can also be pledged to the qualified project.

To start the PFZ process, the city first designates the project financing zone by city ordinance. Within 30 days of the designation of the project financing zone, the city notifies the Texas Comptroller of the designation.

Base year amounts are determined for state hotel occupancy tax revenues, state sales tax revenues, and mixed beverage tax revenues collected from hotels located within the three-mile zone starting in the year in which financing zone is designated by the city.

Then the "incremental hotel-associated revenue" is calculated by determining the amount of annual state hotel occupancy tax revenues, state sales tax revenues, and mixed beverage tax revenues collected from hotels within the three-mile zone that are in excess of the "base year amount." The city is entitled to receive this incremental revenue from the Texas Comptroller, beginning on January 1st after the project's designation, and ending when the project financing zone expires.

Additional rules for certain large coastal municipalities: Corpus Christi.

Public beach expenditures:
The City of Corpus Christi is authorized to use all or any portion of the city hotel occupancy tax revenue collected from hotels that are within areas that were annexed by the City of Corpus Christi and were previously subject to the county hotel occupancy tax toward cleaning and maintaining public beaches.[176]

[172] Tax Code §§ 351.1015, 351.106(c).
[173] § 351.1015(k) and (l).
[174] § 351.1015(a)(5).
[175] § 351.106(c).
[176] § 351.1055.

Expenditures from the portion of municipal hotel occupancy tax rate exceeding seven percent:
The City of Corpus Christi must separately account for all hotel occupancy tax revenue it derives from a city hotel occupancy tax rate that exceeds seven percent (up to a maximum of nine percent).[177] The city may only use revenue from the portion of the city hotel occupancy tax rate that exceeds seven percent for acquiring land for a municipally owned convention center; constructing, improving, operating and maintaining the convention center; and paying bonds to finance these activities.[178]

Special rules for "eligible coastal municipalities:" Galveston, Port Aransas, Surfside Beach, and Quintana.

A different set of revenue expenditure rules apply for eligible coastal municipalities, defined as a "home-rule municipality that borders on the Gulf of Mexico and has a population of less than 80,000," or "a municipality that borders on the Gulf of Mexico and has a population of less than 1,500."[179] The cities of Galveston, Port Aransas, Surfside Beach, and Quintana fit this bracket's description. The Tax Code limits the allocation of local hotel occupancy tax revenue for eligible coastal municipalities in the following ways:

- **Minimum expenditure for improvements to civic centers, hotels, marinas, golf courses, trolleys, and other improvements that attract tourists**:
  If the city levies a rate of seven percent, at least one percent of the cost of a room shall be used for the payment of bonds issued to establish, acquire, purchase, construct, or improve public improvements that serve the purpose of attracting visitors and tourists, such as parks, civic centers, auditoriums, coliseums, marinas, cruise ship terminals, hotels, motels, parking facilities, golf courses, trolleys or trolley transportation systems.[180] This one percent may also be used for maintenance, improvement, or operation of any of the above facilities.[181] For eligible coastal cities with a seven percent rate, this requirement mandates dedicating 1/7th of the hotel occupancy tax revenue for items within the above noted purposes.[182]

- **Minimum expenditure for matching funds for beach clean-up:**
  If the city levies a rate of six percent or more, at least one percent of the cost of a room shall be used as matching funds for state funds and other funds available to clean and maintain public beaches.[183] For example, if the city levied a seven percent local hotel occupancy tax, at least 1/7th of the hotel occupancy tax must be spent on beach clean-up. However, a city may credit any funds it receives from the state hotel occupancy tax for beach clean-up toward meeting this obligation.

- **Minimum one percent expenditure for other beach related safety expenditures**:
  If the city levies a rate of five percent or more, at least one percent of the cost of a room shall be used for beach patrol, lifeguard services, marine water safety, and park law enforcement.[184] For example, if the city levied a seven percent local hotel occupancy tax, at least 1/7th of the hotel

[177] §§ 351.1055, 351.003(c), 351.107(e).
[178] *Id.*
[179] § 351.001(3).
[180] § 351.105.
[181] *Id.*
[182] *Id.*
[183] *Id.*
[184] *Id.*

occupancy tax must be spent on the above noted beach related expenditures. However, a city may credit any funds it receives from the state hotel occupancy tax for beach related expenditures toward meeting this obligation.[185]

- **Minimum three percent expenditure for advertising and promotion**:
  If the city levies a rate of four percent or more, at least three percent of the cost of a room shall be used for advertising and promotion.[186] For example, if the city levied a seven percent local hotel occupancy tax, at least 3/7th of the hotel occupancy tax must be spent on advertising and promotion.

Special state funding for beach clean-up: Galveston.

In 1995, the Texas Legislature passed a special statute that dedicates the revenue generated from the state hotel occupancy tax at a rate of two percent (one third of the state hotel occupancy tax) from Galveston lodging operators to beach erosion and beach safety.[187] For example, if the six percent state hotel occupancy tax generates $300 in state hotel occupancy tax proceeds, $100 is given back to the City of Galveston to use for clean-up of beaches within the City of Galveston.

The implementing legislation that authorizes this funding only applies to an "eligible coastal municipality" that has created a park board of trustees to clean and maintain public beaches.[188] An eligible coastal municipality is defined under state law to be a city that,

1. Borders on the Gulf of Mexico; and
2. Has a population of less than 80,000.[189]

A city is eligible to adopt a park board of trustees for beach clean-up only if it,

1. Is a home rule city;
2. Has over 40,000 in population;
3. Is under 80,000 in population; and
4. Borders the Gulf of Mexico.[190]

According to the Texas Comptroller's Office, the only Texas city that fits both the definition of an "eligible coastal municipality" and the definition of a city that may adopt a park board of trustees for beach clean-up is Galveston.[191] Accordingly, Galveston receives one-third of the state hotel occupancy taxes collected from Galveston area hoteliers for beach clean-up purposes through a payment from the Texas Comptroller.

Special state funding for beach clean-up: Corpus Christi, Port Aransas, Quintana, South Padre Island, and Surfside Beach.

Originally enacted in 1999, and amended in 2009, 2013, and 2015, the Texas Legislature passed a special statute, similar to the authority relating to Galveston, dedicating a portion of the state hotel occupancy

[185] *Id.*
[186] *Id.*
[187] § 156.2511.
[188] *Id.*
[189] § 351.001(3).
[190] Tex. Loc. Gov't Code Ch. 306.
[191] Tex. Comptroller Opinion Letter No. 200007471L, July 6, 2000.

tax generated from certain eligible barrier island coastal municipalities to beach clean-up. Cleaning and maintaining beaches also includes beach safety.[192]

The implementing legislation for this funding applies only to certain eligible "barrier island coastal municipalities:" Corpus Christi, Port Aransas, Quintana, South Padre Island, and Surfside Beach.[193] The State of Texas provides a payment to the city of two percent of the six percent state hotel occupancy revenue collected by the State from lodging operators in the municipality.[194] This payment of state hotel occupancy tax revenue can be used by each city only to clean and maintain public beaches in that municipality, for an erosion response project in that municipality, and to clean and maintain bay shores owned by the municipality or leased by the municipality from the State.[195]

Special rules for South Padre Island

Municipal hotel occupancy tax funding for coastal erosion: South Padre Island.
In 2009, the Texas Legislature amended Chapter 351 of the Tax Code to allow the City of South Padre Island to increase its hotel occupancy tax rate to 8.5 percent.[196] The law dedicates seven percent of the 8.5 percent rate to advertising and promotion or convention center related purposes.[197] One percent can be used for any purpose authorized under Tax Code § 351.101. This legislation dedicates the remaining one-half percent of municipal hotel occupancy tax to coastal erosion projects.[198]

Spaceport Viewing, Ecological Tourism, and Fishing Piers.
The City of South Padre Island has specific legislation allowing the City to use a limited amount of hotel occupancy tax revenue for the promotional and event expenses of an ecological tourism event if the majority of the event's participants are tourists, and if the event substantially increases economic activity at area hotels.[199]

The legislation also allows South Padre Island to expend local hotel occupancy tax revenue on expenses related to the improvement of sites for hotel guests to observe spacecraft launches.[200] If South Padre Island uses hotel occupancy tax revenue for a spaceport viewing facility, the City may not reduce the amount of revenue that is used for advertising and promotion to an amount that is less than the average amount of revenue used by the City for advertising and promotion during the 36-month period that precedes the City's first use of revenue for a spaceport viewing facility.[201]

Both of these uses (spaceport viewing facilities and eco-tourism events) are capped to a combined total of no more than 15% of the hotel occupancy tax collected by the municipality.[202]

The City may also use revenue for expenses directly related to the construction, improvement, equipping,

[192] Tax Code § 156.2512.
[193] *Id.*
[194] Tax Code § 156.2512
[195] *Id.*
[196] Tax Code §§ 351.001(11), 351.003(d).
[197] § 351.1055(d).
[198] § 351.1055(e).
[199] Tax Code §§ 351.1054, 351.1055(d).
[200] *Id.*
[201] *Id.*
[202] *Id.*

repairing, operation, and maintenance of coastal sports facilities owned by the city, including boat docks, boat ramps, and fishing piers, if the coastal sports facilities have been used in the preceding calendar year a combined total of more than five times for district, state, regional, or national sports tournaments or events and the majority of the events at the coastal sports facilities are directly related to a sports tournament or event in which the majority of participants are tourists who substantially increase economic activity at hotels within or in the vicinity of the municipality.[203]

Special rules for medium sized home rule coastal cities with a population of less than 85,000 and that border bays: Ingleside, Portland, Aransas Pass, La Porte, Seabrook, Port Lavaca, Rockport, Baytown, Texas City, and Palacios.

Home-rule cities that have a population of less than 85,000 and border bays, and that are not an eligible coastal municipality, operate under a unique statute that governs the expenditure of hotel occupancy tax revenues.[204] These medium sized home rule coastal cities have the ability to use local hotel occupancy tax revenue for certain special beach related purposes and for tourism related public improvements, but these cities also have additional limitations on how the city uses hotel occupancy tax revenues.[205]

Under § 351.104(c), a medium sized home rule coastal city may use up to 10 percent of the city's hotel occupancy tax revenue for any of the following:

1) for a purpose described by Section 351.105(a)(1) or (2);
2) to clean and maintain land owned by a governmental entity that is adjacent to a bay that is bordered by the city; or
3) to mitigate coastal erosion on land owned by a governmental entity that is adjacent to a bay that is bordered by the city.[206]

The statutory provision regarding the use hotel occupancy tax revenue for a purpose described by Section 351.105(a)(1) or (2) is particularly relevant. This section refers to "tourism related improvements," which incudes the establishment, acquisition, purchase, construction, improvement, enlargement, equipment, or repair of public improvements, including parks, civic centers, civic center buildings, auditoriums, exhibition halls, coliseums, marinas, cruise ship terminal facilities, hotels, motels, parking facilities, golf courses, trolley or trolley transportation systems, and other facilities as may be considered advisable in connection with these facilities that serve the purpose of attracting visitors and tourists to the municipality.[207]

Again, use of hotel occupancy tax revenue for these purposes is limited to 10 percent of the city's total hotel occupancy tax revenue derived under Chapter 351 of the Tax Code.[208] Furthermore, the amount that is spent from the hotel occupancy tax revenue fund for any of the purposes described above must be matched by the city with the same amount of revenue from a source other than the hotel occupancy tax.[209]

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[203] § 351.1054(3).
[204] § 351.104.
[205] *Id.*
[206] § 351.104(c).
[207] § 351.105.
[208] § 351.104(c).
[209] § 351.104(e).

Additionally, if the medium sized home rule coastal city uses hotel occupancy tax revenue for any of the purposes described above (e.g. for a convention center or for a coastal erosion project), the city's advertising and promotion budget may not be set at an amount that is less than the average amount of revenue used by the city for advertising and promoting the city as a tourism destination during the 36-month period that preceded the city's use of city hotel occupancy tax for beach maintenance or tourism related public improvements.[210]

Special rules for small coastal municipalities with a population of less than 5,000, adjacent to a home-rule city with a population of less than 80,000: Jamaica Beach.

Coastal cities with a population of less than 5,000 adjacent to a home-rule city with a population of less than 80,000 may use all or any portion of the municipal hotel occupancy tax revenue it collects to clean or maintain beaches within the city, to provide beach security (defined as beach patrol, lifeguard services, marine water safety and park law enforcement) within the municipality, and to pay for any purpose allowed by Tex. Tax Code § 351.105 or Tex. Gov't Code § 1504.001.[211] The maximum municipal hotel occupancy rate for cities in this bracket is nine percent.[212]

Special rules for the City of Alpine.

Minimum expenditure on advertising and promotion:
The City of Alpine must spend at least 50 percent of its hotel occupancy tax revenue on advertising and promotion to attract tourists and convention delegates or registrants to the city or its vicinity.[213]

Maximum expenditure for arts:
Alpine's maximum percentage for the promotion of the arts is 15 percent of its hotel occupancy tax revenues.[214]

Maximum expenditure for historical restoration and promotion projects:
Alpine's maximum percentage for historical restoration and promotion of historical projects is 15 percent of its hotel occupancy tax revenues.[215]

Special rules for the City of Nassau Bay.

The City of Nassau Bay has special legislation on point that allows that city to use hotel occupancy tax revenue for a convention center, marina, visitor center meeting room, or hotel facility that substantially enhances hotel activity in the city.[216] The facility must be owned by a city and be located within a 1,000 feet of a hotel property.[217] The total amount spent may not exceed the amount of hotel revenue attributable to events at that facility for the fifteen year period following the construction of the

[210] § 351.104(d).
[211] § 351.1055(c).
[212] § 351.003(c).
[213] § 351.1035.
[214] *Id.*
[215] *Id.*
[216] Tax Code §§ 351.101(j), 351.1071.
[217] *Id.*

improvement.[218] The City must annually publish a report noting the hotel activity that is generated from activities funded by this expenditure of hotel occupancy tax revenue and is subject to a requirement to refund the hotel occupancy tax fund from the City's General Fund if the project does not have the required return on investment in hotel activity.[219]

Special rules for Blanco, Dripping Springs, Hays City, Johnson City, Mountain City, Wimberley, and Woodcreek: Dark skies. And ecological tourism for Wimberley only.

In 2019, the cities of Blanco, Dripping Springs, Hays City, Johnson City, Mountain City, and Woodcreek were given unique authority to use hotel occupancy tax revenue for the promotion and preservation of "dark skies." In 2023, the City of Wimberley was given the same dark skies authority.[220] These funds can be applied to the cost of construction and maintenance of related infrastructure and the purchase and installation of hardware that reduces "light pollution" and "sky glow."[221]

This authority requires that if these cities expend hotel occupancy tax revenue for this purpose, the city must determine the amount of area hotel revenue that is attributable to dark sky related events and activities for five years after the city first uses hotel occupancy tax revenue for this purpose. The city may not spend municipal hotel occupancy tax revenue on dark skies-related purpose in an amount that exceeds the area hotel revenue attributable to dark skies related events and activities. Additionally, if a city utilizes this "dark skies" authority, the city may not spend more than 25 percent of the city's annual hotel occupancy tax revenue for this purpose.[222]

Additionally, in 2023, the City of Wimberley was given authority similar the City of South Padre Island related to ecological tourism. Wimberley may use a limited amount of hotel occupancy tax revenue for the promotional and event expenses of an ecological tourism event if the majority of the event's participants are tourists, and if the event substantially increases economic activity at area hotels. The City of Wimberley may not spend more than 25 percent of its annual hotel occupancy tax revenues for eco-tourism and dark skies combined. And the City may not reduce the amount of money it spends on advertising and promotion if it does use hotel occupancy tax revenue for dark skies or ecological tourism.

Special rules for Bryan and College Station: Sports facilities.

The cities of Bryan and College Station have special legislation that provides authority to use hotel occupancy tax revenue for new sporting facilities or fields if the facilities or fields are owned by the municipality, and if a majority of the events at the facility or field are directly related to a sporting event that substantially increases hotel activity.[223] The city may not use hotel occupancy tax revenue for the acquisition of the land.[224] The facilities must meet strict requirements for return on investment for the

[218] *Id.*
[219] *Id.*
[220] § 351.10693.
[221] § 351.10692.
[222] § 351.10692(c)(1).
[223] Tax Code §§ 351.101(i), 351.1078.
[224] *Id.*

hotel industry: The city may not spend more on the facility or field than will be generated in hotel revenue from sporting events held at that facility over the next five years.[225]

The city must publish an annual report of the actual room night and economic impact of events held at the facility or field and must reimburse the hotel occupancy tax fund for any deficit between the amount spent on the facility from hotel occupancy tax revenue and the amount of hotel revenue generated from events at the facility over the subsequent five years.[226] At least annually, a city must compare the area hotel revenue that is attributable to sporting events at the sporting related facilities. In a situation where the area hotel revenue attributable to the sporting facility is less than the projected amount, the city must create a practical plan to increase revenue.[227]

Special rules for Carrizo Springs, Dilley, Jourdanton, Pecos, Pearsall, Pleasanton, and San Benito: Sports Facilities.

The cities of Carrizo Springs, Dilley, Jourdanton, Pecos, Pearsall, Pleasanton, and San Benito have special legislation that provides authority to issue bonds payable with hotel occupancy tax revenue for certain limited sporting facilities.[228] The sporting facility must have the requisite amount of hotel impact before they are funded, and the city must annually report the room night and economic impact of events held at the facility.[229] The city may not expend more hotel occupancy tax on the facility improvements than will be generated in room night revenue from events held at the facility over a 15 year period, and this must be projected by an independent analyst before hotel occupancy taxes are used for this purpose.[230]

Special rules for Shenandoah: Sports facility.

Shenandoah may use local hotel occupancy tax revenue on a sports-related facility with seating for at least 4,500 people that is used or is planned for use for one or more professional or amateur sports events or other events, including rodeos, livestock shows, and performing arts events.

Special rules for Garland: Sports facility and minimum expenditure threshold for advertising and promotion.

Garland has the authority to make enhancements, and improvements to an existing city owned sports facility. Additionally, Garland must allocate at least 30% of its hotel occupancy tax revenue for advertising and promotion of the city as a tourism destination.[231]

[225] *Id.*
[226] *Id.*
[227] § 351.1078(c).
[228] Tex. Tax Code § 351.1066.
[229] *Id.*
[230] *Id.*
[231] § 351.101(b-1).

Special rules for the City of Cedar Park and Webster: Coliseum or multiuse facility.

In 2019, the Legislature authorized the cities of Cedar Park and Webster to use local hotel occupancy tax revenue for the construction improvement, enlarging, equipping, renovating, repairing, operation, and maintenance of a coliseum or multiuse facility if the majority of the events at the coliseum or facility attract tourists who substantially increase economic activity at hotels in the municipality.[232]

Special rules for the City of Odessa and the City of Victoria: Sports facilities located on land owned by a state university.

In 2019, the City of Odessa obtained statutory authority to allow the City to use local hotel occupancy tax revenue to construct and maintain a sports facility located in the municipality or a multipurpose sports facility located on land owned by the University of Texas Permian Basin (UTPB) if the City leases the land from UTPB for at least 25 years.[233] In 2021, legislation amended Odessa's population bracket to give the City of Victoria the same authority regarding the University of Houston-Victoria.

If Odessa or Victoria spends hotel occupancy tax revenues on a sports facility, the City must determine the amount of "area hotel revenue" generated by hotel activity from sports events held at the hotel occupancy tax funded facility for seven years after the City initially expends hotel occupancy tax revenue for this purpose.[234] The area hotel revenues that were generated from sporting events at the hotel occupancy tax funded facility over that seven year period must at least equal the amount of hotel occupancy tax that was spent to construct the sporting facility.[235] If the amount of hotel occupancy tax that was spent on the sporting facility exceeds hotel revenue attributable to events held at that facility over that seven year period, the municipality must reimburse the hotel occupancy tax revenue fund any such difference from the municipality's general fund.[236]

Additionally, the City may not reduce funding for advertising and promotion during the time period that the sporting facility receives hotel occupancy tax funding.[237]

Special rules for the City of Edinburg: Sports facilities.

In 2019, the Legislature modified the City of Edinburg's existing authority to use local hotel occupancy tax revenue to fund the enhancement or upgrades of existing sports facilities or sports fields.[238] The city may use hotel occupancy tax revenue to pay debt service on the sports facility or field, and to pay for related infrastructure located within 2,500 feet of the sports facility. The sports facility, field or related infrastructure must generate hotel revenue in an amount that is at least equal to the hotel occupancy tax expended on the facility or related infrastructure within a 10-year period.[239]

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[232] § 351.101(q).
[233] § 351.10712.
[234] *Id.*
[235] *Id.*
[236] *Id*.
[237] *Id.*
[238] § 351.101(a)(7)(B)(vi).
[239] § 351.1068(b).

Special rules for the City of Bay City: Sports facilities.

In 2023, the Legislature provided authority for the City of Bay City to use municipal hotel occupancy tax revenue to construct and expand recreational or sports facilities and fields owned by the municipality or another governmental entity, as well as operate these facilities.[240] If Bay City spends hotel occupancy tax revenue on the these sports facilities, the City may not reduce the amount of revenue that is used for advertising and promotion to an amount that is less than the average amount of revenue used by the City for advertising and promotion during the 36-month period preceding that fiscal year.[241]

If local hotel occupancy tax revenues are spent on the construction, enhancing or upgrading a sports facility, the municipality must also determine the amount of "area hotel revenue" generated by hotel activity from sports events held at the local hotel occupancy tax revenue funded facility for the five-year period after the upgrades to the sport facility are completed.[242] The area hotel revenues that were generated from sports events at the hotel occupancy tax revenue funded facility over that five-year period must at least equal the amount of hotel occupancy tax revenue that was spent to upgrade the sports facility. Under this statute, "hotel revenues" refers to the amount of room night sales and other hotel revenue generated. It does not refer to the amount of local hotel occupancy tax revenue generated.[243] If the amount of hotel occupancy tax revenue that was spent on the facility upgrades exceeds the hotel revenue attributable to events held at that facility during the five-year period, the municipality must reimburse the hotel occupancy tax revenue fund any such difference from the municipality's general fund.[244]

Special rules for Rockport.

Nearly all Texas cities are capped at using no more than 15 percent of the city's local hotel occupancy tax revenue on the arts. In 2017, Rockport obtained statutory authority to spend up to 30 percent of the City's hotel occupancy tax revenue on the arts.[245] However, if Rockport spends more than 15 percent of its hotel occupancy tax revenue on the arts, the City must determine for that fiscal year the increase in the amount of hotel revenue that is attributable to that expenditure, and the total amount of hotel occupancy tax revenue spent by the city on the arts. If the amount of hotel revenue attributable to the arts is less than the amount of hotel occupancy tax revenue spent on the arts, the city shall reimburse the city's hotel occupancy tax revenue fund from the city's general fund an amount equal to 50 percent of the difference.[246]

Additionally, if Rockport spends more than 15 percent of its local hotel occupancy tax revenue on the arts, the City may not reduce the amount of revenue that is used for advertising and promotion to an amount that is less than the average amount of revenue used by the City for advertising and promotion during the 36-month period preceding that fiscal year.[247]

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[240] § 351.10713.
[241] § 351.10713(e).
[242] § 351.10713(c), (d).
[243] *Id.*
[244] *Id*.
[245] § 351.1075.
[246] § 351.1075(c)(2).
[247] § 351.1075(c)(1).

Special rules for Marfa.
Marfa is situated hundreds of miles from the nearest airport with scheduled airline service, yet the city caters to a thriving high-end tourism base that often accesses the area by private flights into the Marfa airport. As the number of private jets ferrying tourists and hotel guests has increased, the small county-owned airport has suffered from a lack of repairs to handle private jet aircraft. A special state law allows Marfa to use local hotel occupancy tax revenue to repair its municipal airport facility, subject to a number of restrictions.[248] First, the airport must be one without commercial air service, and the airport must be substantially used for private air service that transports passengers staying at hotels in or near the city.[249] Second, Marfa cannot spend more than 15 percent of its annual hotel occupancy tax revenue on airport improvements, nor can Marfa spend hotel occupancy tax revenue in an amount that exceeds what is returned in hotel revenue generated by increased private air passengers staying at Marfa hotels.[250] Third, this airport spending authority expires in 2032, and the City cannot expend hotel occupancy tax revenue on the airport for more than a ten-year period once initiated.[251]

Qualified Hotel Project (QHP) Incentives:

The State of Texas provides economic development incentives for certain qualified hotel project (QHPs) near convention centers by offering an entitlement of state tax revenues to qualifying cities. The process for securing these entitlements (i.e., state sales tax revenue and state hotel occupancy tax revenue) can be quite involved, and eligible cities must closely follow a series of steps and rules promulgated by the Texas Comptroller to ensure the receipt of state funds.

State Tax Revenue Incentives:
Certain statutorily bracketed municipalities as defined below are entitled to receive an entitlement of state hotel occupancy tax revenue and state sales tax revenue from the eligible QHP for the first 10 years after the project opens for initial occupancy.[252] Additionally the municipality may pledge local hotel occupancy tax revenue from the qualified hotel project, mixed beverage tax revenue, and other local tax revenue such as ad valorem tax revenue and sales tax revenue for the qualified hotel project.[253]

In nearly all instances, the QHP must be owned by or located on land owned by the municipality, or by a nonprofit corporation acting on behalf of an eligible central municipality.[254] The QHP must also be connected to or located within 1,000 feet of a qualified convention center facility owned by the municipality.[255]

The state tax revenue entitlements are for the "payment of bonds or other obligations issued or incurred to acquire, lease, construct, and equip the hotel and any facilities ancillary to the hotel, including convention center entertainment-related facilities, restaurants, retail establishments, street and water and sewer infrastructure necessary for the operation of the hotel or ancillary facilities, and parking

[248] § 351.1036.
[249] § 351.1036.
[250] § 351.1036.
[251] § 351.1036.
[252] §§ 351.102(c), 351.156, 151.429(h); Gov't Code § 2303.5055.
[253] § 351.157(d)(2).
[254] §§ 351.151(3)(A), 351.153.
[255] § 351.151(3)(B).

facilities within 1,000 feet of the hotel or convention center facility."[256]

In 2019, the Texas Legislature redefined and narrowed the scope of many definitions that apply to the qualified hotel project program:

> The term "retail establishment" is defined as an establishment engaged in activities described by the North American Classification System section 442-443,445-446, 448, 451-453.[257]
>
> "Infrastructure" includes a road, street highway, bridge, overpass, underpass, and interchange; a fresh, reuse, or alternative water supply system, sanitary sewer system, and storm drainage system; an electric system, telecommunications system, and gas system; signage, landscaping, and hardscaping; and a public amenity or public area, such as a plaza, park, or trail.[258]
>
> "Qualified convention center facility" has been limited to mean a facility that has been or will be constructed and that:
>
> 1) is primarily used to host conventions or meetings;
> 2) is wholly owned by a municipality to which this subchapter applies, and none of which is or may be owned through an undivided common interest;
> 3) is connected to a qualified hotel or has an exterior wall that is located not more than 1,000 feet from the nearest exterior wall of a qualified hotel;
> 4) is not located in a hotel, sports stadium, or other structure but may share common infrastructure or facilities with a hotel, such as a heating, ventilation, and air-conditioning system, electrical system, or kitchen;
> 5) has at least 10,000 square feet of continuous meeting space; and
> 6) is configurable to simultaneously accommodate multiple events of different sizes and types.[259]
>
> "Qualified hotel" means a hotel that is designated by a municipality as the hotel that is part of a qualified project. A qualified hotel:
>
> 1) must be located on land owned by the designating municipality;
> 2) must be connected to a qualified convention center facility or have an exterior wall that is located not more than 1,000 feet from the nearest exterior wall of the qualified convention center facility; and
> 3) may consist of two or more towers in limited circumstances.[260]
>
> "Qualified project" means a project to acquire, construct, repair, remodel, expand, or equip a qualified convention center facility; or acquire, lease, construct, repair, remodel, expand, or equip a qualified hotel; and that may include acquiring, leasing, constructing, repairing, remodeling, expanding, or equipping a restaurant, bar, retail establishment, or spa located in a qualified convention center facility or qualified hotel or connected to a qualified convention center facility or qualified hotel; or a parking area or structure, the nearest property line of which is located not

[256] § 351.151(4).
[257] www.census.gov/eos/www/naics/2017NAICS/2017_NAICS_Manual.pdf
[258] § 351.151.
[259] *Id.*
[260] *Id.*

> more than 1,000 feet from the nearest property line of a qualified convention center facility or qualified hotel; acquiring, constructing, repairing, remodeling, or expanding infrastructure that is directly related to and necessary for the qualified convention center facility or qualified hotel; and is located within the property lines of the qualified convention center facility or qualified hotel, or not more than 1,000 feet from the nearest property line of the facility or hotel; or acquiring a property right, including a fee simple interest, easement, or other interest in connection with a purpose described by this subdivision.[261]
>
> Finally, the Legislature limited cities with a population of less than 175,000 to one qualified hotel project in perpetuity.[262]

In most instances, only the state and local tax revenue collected from that particular hotel project, for a period of up to ten years, may be pledged.[263] Additionally, for up to ten years, an eligible municipality, county, or other authorized political subdivision may agree to rebate, refund, or pay eligible tax proceeds to the owner of the hotel project. Eligible tax proceeds include state and local hotel occupancy tax revenues, local ad valorem tax revenues, state and local sales and use tax revenues, and local mixed beverage tax revenues.[264]

Cities authorized to participate in the QHP program: Abilene, Allen, Alvin, Amarillo, Arlington, Austin, Bastrop, Baytown, Beaumont, Brownsville, Carthage, Cedar Hill, Cedar Park, Celina, Commerce, Conroe, Corpus Christi, Dallas, Denton, Eagle Pass, El Paso, Fort Worth, Fredericksburg, Frisco, Grand Prairie, Grapevine, Houston, Hutto, Irving, Katy, Kaufman, Kemah, Kerrville, Kyle, League City, Leander, Lewisville, Little Elm, Lubbock, Mansfield, McKinney, Mesquite, Midland, Missouri City, Nacogdoches, Odessa, Pearland, Port Aransas, Presidio, Prosper, Richmond, Rio Grande City, Roanoke, Rosenberg, Round Rock, Rowlett, San Antonio, San Benito, Seabrook, Seguin, Sugar Land, Temple, Terrell, The Colony, Tyler, Victoria, Waco, Weatherford, and Webster.[265]

Arlington, Dallas, Fort Worth, Houston and Kemah also fall under the statutory definition of an "eligible central municipality."[266] The "eligible central municipality" language in the Tax Code is antiquated, but it is still valid law.[267] Eligible central municipalities qualify for the same type of state tax revenue entitlements as other QHP cities.

Arlington has special authority for the pledge or commitment of certain tax revenue for a unique project associated with stadiums and may receive its state tax revenue entitlements for 30 years. Arlington also receives state mixed beverage sales tax revenue entitlements.[268]

Amarillo is a city with a population of 173,000 or more, and it is located within two counties, and also has

---

[261] *Id.*
[262] § 351.155(d).
[263] §§ 351.102(c), 151.429(h); Gov't Code § 2303.5055.
[264] *Id.*
[265] §§ 351.102(e), 351.152.
[266] § 351.001(7).
[267] See § 13, Act of June 14, 2019, 86th Leg., R.S., H.B. 4347, stating: "The changes in law made by this Act do not affect the validity of a bond, other obligation, or contractual obligation for which revenue was pledged or committed under Section 351.102, Tax Code, before the effective date of this Act. Bonds, other obligations, or contractual obligations for which revenue was pledged or committed before the effective date of this Act are governed by the law in effect when the revenue was pledged or committed, and that law is continued in effect for purposes of the validity of those bonds, obligations, and contractual obligations."
[268] § 351.1022.

similar authority as eligible central municipalities.[269] However, Amarillo may not pledge tax revenue to the QHP any earlier than either: the 20th anniversary of the date the city first pledged revenue to the project, or the date the revenue project equals 40 percent of the hotel project's total construction cost.[270]

Fredericksburg, McKinney, and San Antonio have special authority that provides that the qualified hotel project does not have to be owned by or located on land owned by the municipality or by a nonprofit corporation acting on behalf of an eligible central municipality.[271]

In the 2021 session, the City of Grand Prairie benefited from clarifying legislation, allowing that City's QHP to be constructed on land owned by the federal government.[272] Grand Prairie's proposed QHP will be constructed on lakeshore property owned by the U.S. Army Corps of Engineers.

"QHP Zone" Entitlements:
A number of cities obtained special authority allowing the city to receive an additional state sales tax revenue entitlement from qualified establishments if the establishment is located on city-owned land that is within the 1,000 foot zone of the qualified hotel project or the qualified convention center.[273] The following cities are eligible to receive this QHP zone state tax revenue entitlement: Allen, Brownsville, Cedar Hill, Celina, Denton, El Paso, Grand Prairie, Irving, Katy, Little Elm, Lubbock, Mansfield, McKinney, Mesquite, Richmond, Round Rock, San Benito, Seabrook, Victoria, Weatherford, San Antonio, and The Colony..[274]

Minimum threshold for advertising and promotion funding:
Cities that undertake a QHP and receive a state tax revenue entitlement must allocate a minimum threshold of hotel occupancy tax funding for advertising and promotion of tourism and hotel activity under § 351.101(a)(3).[275] Specifically, these cities may not allocate hotel occupancy tax revenue funding under § 351.101(a)(3) to a percentage that is less than the average percentage of that revenue allocated by the municipality for that purpose during the 36-month period preceding the date the municipality begins using hotel occupancy tax revenues for the hotel project.[276] Additionally, Lubbock's authorization requires the City to increase the amount it spends on marketing sports events and activity by an additional 3% beyond what the City is expending on that purpose under its 2016 fiscal year budget once it exercises its QHP state revenue entitlement authority.[277]

State tax revenue recapture and annual reports:
The QHP program has long been considered an economic development tool whereby the State of Texas invests state tax revenue for the initial 10-year period of the QHP's operation. In return, the state and local community benefit from long-term tax revenues produced by the QHP in the years after the initial 10-year state tax revenue entitlement period ends.

[269] § 351.102(b).
[270] § 351.102(b-1).
[271] § 351.153(a).
[272] § 351.157(a)(1)(B).
[273] § 351.157(a).
[274] 351.157(b).
[275] § 351.102(d).
[276] *Id.*
[277] § 351.1064.

In the 2023 Legislative Session, the Legislature added a provision to the QHP statutes that creates a mechanism for the of "recapture of lost state tax revenue from certain municipalities."[278] For qualified hotel projects that are first commenced on or after January 1, 2024, the Texas Comptroller will conduct an analysis on the 20th anniversary of the QHP's opening and determine whether the State of Texas has recouped the State's investment of state tax revenues.[279] In this analysis, the Comptroller will compare the state tax revenue entitlements given to the municipality in the first 10 year period of the QHP's operation (years 1-10) with the state tax revenue retained by the state in the second 10 year period of the QHP's operation (years 11-20).[280] If the state gave more state tax revenue to the municipality in the first 10 year period than the state retained in the second ten year period, the municipality must pledge local hotel tax revenue from the qualified hotel project to the State of Texas until the State has been made whole.[281]

Additionally, every other year, the Comptroller will prepare a report on the status of each qualified hotel project.[282] This report will cover the current status of each QHP, the number of facilities included within each project, the amount of state tax revenue entitlements that have been given to each municipality, the amount of state tax revenue generated by the project after the period of entitlement has ended, and whether the municipality is required to remit recapture payments to the State.[283] This report will be posted online on the Comptroller's website.[284]

Additional Information

If a city or funded entity has additional questions about the administration or use of the hotel occupancy tax, it is welcome to contact the Texas Hotel & Lodging Association for assistance by phone at (512) 474-2996. THLA has sample documents available to assist in administering hotel occupancy taxes, such as funding grant application forms, post event forms, and tax collection guidelines.

[278] *See* SB 1420, HB 3727, and HB 5012, 2023 Regular Legislative Session.
[279] Tax Code § 351.162.
[280] *Id.*
[281] *Id.*
[282] § 351.163.
[283] *Id.*
[284] *Id.*

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STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Consider a Resolution authorizing a services agreement with Locality Media, Inc dba First Due, for a fire records management system (RMS) in an expenditure amount not to exceed $102,079 over the next four (4) years and six (6) months.

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 Connealy, Fire Chief

BACKGROUND/HISTORY:
In 2019 the Duncanville Fire Department had to obtain a new Fire Records Management System due to the vendor going out of business. This not only impacted Duncanville Fire Department, but also impacted Cedar Hill Fire Department and DeSoto Fire-Rescue. The three cities went in jointly on a Fire Records Management System called RedNMX, with all agreements being initiated through the City of Cedar Hill. The Records Management System subscription was paid by all three cities through Southwest Regional Dispatch.

As of March 2025, Cedar Hill Fire Department and DeSoto Fire-Rescue have terminated their agreement with RedNMX due to the system being unable to meet the required needs of the departments. Additionally, while recently seeking technical support help from RedNMX, we were advised they're no longer providing maintenance support for the platform. Because of this, and due to various on-going inadequacies and the inability to capture required data, the Duncanville Fire Department is forced to find a new fire reporting management system.

Duncanville Fire Department has researched and sat through multiple Fire Records Management System demonstrations, and has further determined that Locality Media, dba First Due, fire records management system would best fit the records management needs of the Duncanville Fire Department.

POLICY EXPLANATION:
Duncanville Fire Department is required by the State of Texas to house and maintain fire department records including but not limited to incidents, training, equipment, and personnel.

First Due is the sole provider for the design and interaction with the Computer Aided Dispatch (CAD) on this platform. The modules that will be utilized are solely designed by First Due and will include the Texas Fire Incident Reporting System (TXFIRS), customized responder application for web, iOS and Android applications, Duncanville FD personnel management and scheduling system. The platform will also interface with the projected CAD system to automatically import emergency incidents, manage commercial occupancies and pre-fire planning, along with hazardous material storage and appropriate contacts. Locality Media, dba First Due, is the sole designer, installer and trainer for this RMS platform.

Contractual services for Fire Department Records Management System services are available from Locality Media, dba First Due, for an initial contract term of six months (remainder of FY25) with four additional one-year optional renewals.

Initial cost for FY25 is $13,900 which includes Responder web dashboard, incident reporting – NFIRS, scheduling, personnel management, CAD integration, on-line training and implementation and configuration services, and subscription services for the remaining six months of FY25. Funding is available in 01077100 – 700233. Recurring annual subscription costs are $19,000.00 with a 10% increase each year over a four-year term. The annual subscription cost is included in the fiscal year budget each year.

Funding amounts listed below are for FY25, as FY26-FY29 budgets have not been approved yet.
(FY25 - $13,900.00; FY26 - $19,000.00; FY27, $20,900.00; FY28 - $22,990.00; FY29 - $25,289.00)

FUNDING SOURCE:

ORG and Object Number
01077100-700233 (FIRE PREVENTION - COMPUTER SOFTWARE

Available Budget	**Purchase Amount**	**After Encumber**
$17,613.00 (FY25)	$13,900.00 (FY25)	$3,713.00

ACTION ALTERNATIVES:
1. Approve a services agreement with Locality Media, dba First Due, for the fire records management system for an expenditure amount not to exceed $102,079.00.
2. Do not approve a services agreement with Locality Media, dba First Due, for the fire records management system for an expenditure amount not to exceed $102,079.00.
3. Other actions as directed by Council.

ATTACHMENTS:
Sole Source for Local Media.RecordsManagementSoftware.FireDept.4.7.2025
Exhibit A - Duncanville FD_First Due_SSA Contract Package
Resolution No. - 2025-459 - SERVICE AGREEMENT WITH LOCALITY MEDIA, DBA FIREST DUE, FOR THE FIRE RECORDS MANAGEMENT SYSTEM - Pdf

City of Duncanville
203 E. Wheatland Rd
Duncanville, TX 75116
972.780.5089 P | 972.780.5089 F
www.duncanvilletx.gov

Duncanville
City of Champions

Memo

Date	April 4, 2025
To	Mayor and Council
Approved	Douglas Finch, City Manager 4/5/25
Thru	Richard C. Jackson, MBA Managing Director of Fiscal Services
Thru	Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer 4/7/25
From	Chris Connealy, Fire Chief
Subject	Sole Source for Locality Media, dba First Due – Sole Source Provider

Request:

Approve a sole source procurement with Locality Media, dba First Due to provide the Duncanville Fire Department with a Fire Records Management System.

Justification:

The Duncanville Fire Department is requesting to change our fire records management system (RMS) provider to Locality Media, Inc., dba First Due. The Duncanville Fire Department is making this request because the present fire records management system does not provide the needed reports in a manner that is presently needed to facilitate monthly reports to Fire Department leadership and the City Manager's Office to document progress noted for strategic improvement initiatives in the recent Matrix Consulting Group report. First Due is the sole provider for the design and interaction with the Computer Aided Dispatch (CAD) on this platform. The modules that will be utilized are solely designed by First Due and will include the Texas Fire Incident Reporting System (TXFIRS), customized responder application for web, iOS and Android applications, and Duncanville FD personnel management and scheduling system. The platform will also interface with the projected CAD system to automatically import emergency incidents, manage commercial occupancies and pre-fire planning, along with hazardous material storage and appropriate contacts. Locality Media, dba First Due, is the sole designer, installer and trainer for this RMS platform.

Initial cost for FY25 is $13,900 which includes Responder web dashboard, incident reporting – National Fire Incident Report System (NFIRS), scheduling, personnel management, CAD integration, on-line training and implementation and configuration services, and subscription services for the remaining six months of FY25. Funding is available in 01077100 – 700233.

Recurring annual subscription costs are $19,000.00 with a 10% increase each year over a four-year term. The annual subscription cost is included in the fiscal year budget each year.

Zoho Sign Document ID: 2AB7F2F4-QJR5ZXT9E9MRWE9DWFPQMP6ZODVVEHVTCHFV-P1IW3A

Agreement for Services

This Agreement for Services (this "Agreement") dated as of **March 31, 2025** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **City of Duncanville** for **Duncanville Fire Department** located at **203 E Wheatland Rd, Duncanville, TX 75116** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect**™**, Mobile Responder**™** and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.

2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.

3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

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4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").

5. This Agreement will be effective for an initial term of **6 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement may automatically renew for an additional four (4) one-year terms, not to exceed a maximum of five (5) terms ("Renewal Terms"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **10%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.

6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.

7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income).

8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.

9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable

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care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.

12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	**Vendor's Initial Response will be provided within:**	**Vendor's Temporary Resolution will be provided within:**	**Vendor's Final Resolution will be provided within:**
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.

14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall

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not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.

16. As may be allowed under Texas laws, the Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.

17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.

18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF THE REQUIRED AMOUNT OF INSURANCE COVERAGE (2 MILLION DOLLARS).

19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.

20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.

23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.

24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

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25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information
    a. **Accounts Payable Contact**

    Name: Tia Pettis

    Email: tia.pettis@duncanvilletx.gov

    Phone: 972-780-5058

    b. **Tax Exempt** YES (Yes/No)
    If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

    c. **Purchase Order Required** YES (Yes/No)
    If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.		**City of Duncanville**	
By:	Toby Ritt (Signature)	By:	(Signature)
Name:	Toby Ritt	Name:	Douglas Finch
Title:	VP Sales	Title:	City Manager
Date:	Apr 17 2025	Date:	

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Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: https://www.firstdue.com/

Exhibit A - Quote
Prepared By: Rachael Landman
Valid Until: June 30, 2025
Quote Number: 1545132000411480215

BILL TO:
Greg Chase
City of Duncanville for Duncanville Fire Department
203 E Wheatland Rd
Duncanville, TX 75116

Account: Duncanville Fire Department
Subscription Start: March 31, 2025
Initial Term: 6 months
Annual Subscription: $19,000.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
CAD Integration (Other) Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.	
Premium Online Training Package Up to 8 Hours Online Training with certified First Due Instructor	
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
One-Time Fees Subtotal	$ 4,400.00
6-month Subscription Fees Subtotal	$ 9,500.00
Grand Total	**$ 13,900.00**
**Excluding Tax*	

Statement of Work
Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions
The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance on October 1st.

Payment Terms: Net 30 days
For electronic ACH payment: Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907

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Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: https://www.firstdue.com/

Statement of Work
For Quote Number: 1545132000411480215

Statement of Work | Duncanville Fire Department

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Duncanville Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

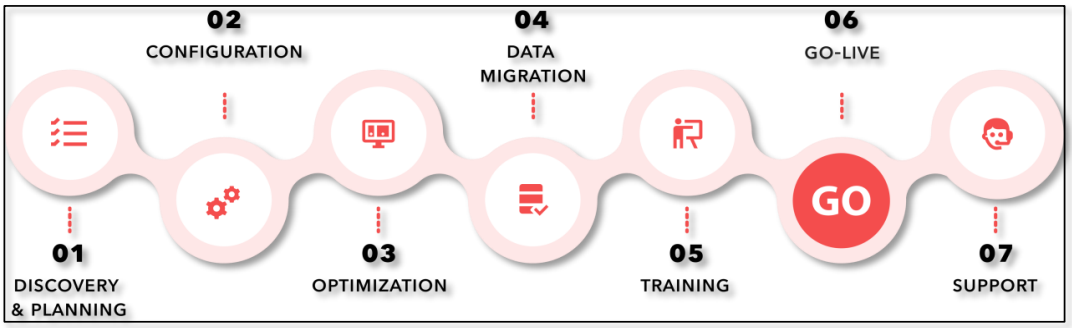
1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.

- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.

- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

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team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 **Discovery & Planning:** Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 **Configuration:** After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 **Optimization:** After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

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2.3.4 **Data Migration:** Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 **Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 **Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 **Transition to Customer Success:** Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

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4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will Implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online**: https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support
- **Email**: support@firstdue.com
- **Phone**: (516) 874-5818

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7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our online Support Center. Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

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Zoho Sign Document ID: 2AB7F2F4-DYS87BMFZ6F6DFSETPYEIDKQ6MIPLHDFRXG7UIKOONG

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Locality Media, Inc.

2 Business name/disregarded entity name, if different from above.

First Due

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

107 7th Street

Requester's name and address (optional)

6 City, state, and ZIP code

Garden City, NY 11530

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	1	–	1	3	8	8	0	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Andreas Huber* Date Jan 02 2025 10:23 PST

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

RESOLUTION NO. 2025-459

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A SERVICE AGREEMENT WITH LOCALITY MEDIA, DBA FIREST DUE, FOR THE FIRE RECORDS MANAGEMENT SYSTEM IN EXPENDITURE AMOUNT NOT TO EXCEED $102,079.00 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is required by the state law to house and maintain fire department records including, but not limited to, incident response, equipment, training, personnel, etc.; and

WHEREAS, the City of Duncanville has obtained a quote from Locality Media, dba First Due for a fire records management system ; and

WHEREAS, Locality Media, dba First Due, is the sole source provider of their fire reporting management system; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a service agreement with Locality Media, dba First Due for the fire records management system for an expenditure amount not to exceed $102,079.00.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a service agreement with Locality Media, dba First Due for a fire records management system through a four year and six month contract term incorporated herein as Exhibit A with an estimated potential full contract term expenditure amount not to exceed $102,079.00. (FY25 - $13,900.00; FY26 - $19,000.00; FY27, $20,900.00; FY28 - $22,990.00; FY29 - $25,289.00)

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

SECTION 3. The City Council of the City of Duncanville has budgeted funds available in account 01077100-700233 for the fire records management system; and

SECTION 4. That Locality Media, dba First Due, recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget

item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid; and

SECTION 5. 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 6th day of May, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Conduct a public hearing and consider a resolution adopting the 15-year Capital Improvement Plan.

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.**
- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Doug Finch, City Manager

BACKGROUND/HISTORY:
The City of Duncanville's Capital Improvement Plan (CIP) is a long-range planning tool designed to guide the funding, scheduling, and implementation of major infrastructure and facility projects throughout the city. The CIP identifies needed improvements to municipal buildings, parks, streets, drainage systems, public safety facilities, water and wastewater systems, and other public assets critical to the health, safety, and quality of life of Duncanville residents. The CIP reflects a strategic commitment to investing in the City's physical infrastructure while maintaining fiscal responsibility, transparency, and alignment with the goals outlined in the City's Comprehensive Plan (Duncanville 2040).

As Duncanville continues to grow and evolve, the Capital Improvement Plan serves as a roadmap to proactively manage assets, enhance community amenities, strengthen public safety infrastructure, and support economic vitality. The CIP is intended to be a living document, reviewed annually and adjusted to respond to changing priorities, emerging needs, and opportunities for innovation.

POLICY EXPLANATION:

The City of Duncanville's Capital Improvement Plan (CIP) serves as a foundational policy document that supports the responsible stewardship of public resources. It is a comprehensive, multi-year plan designed to forecast, prioritize, and manage the City's major capital investments. The CIP is not just a financial plan; it is a strategic framework that links infrastructure planning to the City's broader goals for growth, sustainability, quality of life, and economic development. The CIP ensures that the City maintains a high level of public service delivery, protects the health and safety of the community, enhances property values, and supports the economic vitality of Duncanville for future generations.

Key Financial Takeaways

- **Short-Term (2025–2027):** Approximately **$39 million** (34% of CIP) focused on immediate infrastructure repairs, public safety improvements, and city facility upgrades.
- **Medium-Term (2028–2033)**: Approximately **$23.3 million** for capacity expansion, including constructing a third fire station, parks enhancements, and integrating smart technologies.
- **Long-Term (2034–2040)**: Approximately **$53 million**, dedicated to major civic infrastructure projects providing transformational community improvements.

FUNDING SOURCE:

ORG and Object Number
Varioius funds and amounts over the next 15 years

Available Budget	Purchase Amount	After Encumber
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Approve a resolution adopting the CIP plan.
2. Do not approve a resolution adopting the CIP plan.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2025-463 - Adoption of Capital Improvement Plan050125
Duncanville.CIP.050625.(ExhA)
Public hearing notitce - 04-19-2025.CIP

RESOLUTION NO. 2025-463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, ADOPTION OF CAPITAL IMPROVEMENT PLAN; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has developed a comprehensive Capital Improvement Plan (CIP) for the years 2025 through 2040, outlining the city's long-term strategy for infrastructure development and capital investments; and

WHEREAS, the CIP serves as a critical planning tool to prioritize and schedule necessary improvements to municipal facilities, public safety infrastructure, parks, utilities, and other essential public assets; and

WHEREAS, the CIP is intended to align with the goals and objectives of the Duncanville 2040 Comprehensive Plan and reflects the city's commitment to sustainable growth, fiscal responsibility, and enhanced quality of life for its residents; and

WHEREAS, the City Council conducted a duly noticed public hearing on May 6, 2025, to solicit public input and ensure transparency in the CIP's development process; and

WHEREAS, the City Council has reviewed the proposed CIP, considered public feedback, and determined that its adoption is in the best interest of the City of Duncanville and its citizens.

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

SECTION 1. The City Council hereby adopts the City of Duncanville 2025–2040 Capital Improvement Plan attached "Exhibit A", including any amendments made in response to public input and Council deliberations.

SECTION 2. The adopted CIP shall serve as a guiding document for future capital projects and budgetary considerations. Its implementation is subject to annual appropriations and does not constitute a commitment to fund any specific project without further Council approval.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville

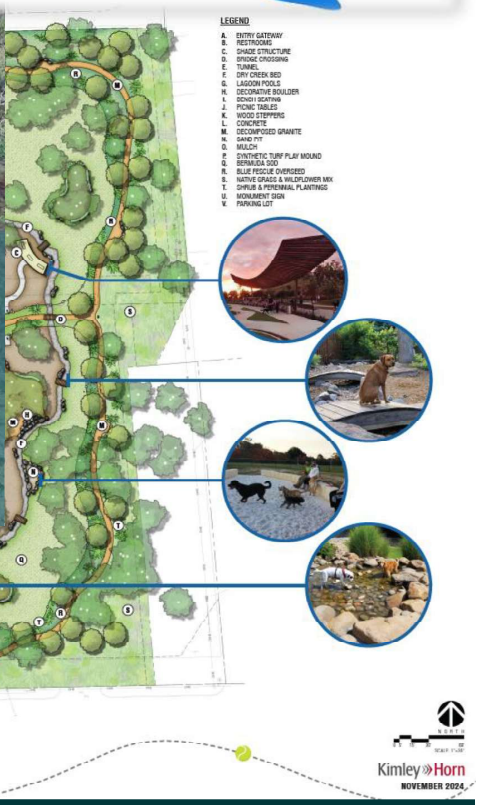
City of Champions



IMMERSION IN NATURE

CHARLES F. LADD NATURE PRESERVE

MASTER PLAN



duncanville parks & recreation





Kimley»Horn

NOVEMBER 2024

DUNCANVILLE

2025-2040

CAPITAL IMPROVEMENT PLAN (CIP)

"Exhibit A" - City Council Resolution No.2025-463, May 6, 2025

City of Duncanville's

2025–2040 Capital Improvement Plan

Executive Summary

CIP Financial Scope & Impact

The City of Duncanville's 15-year Capital Improvement Plan (CIP), spanning 2025 through 2040, includes approximately **$115.3 million** in capital investments aimed at modernizing infrastructure, enhancing public facilities, and improving residents' quality of life. Projects are strategically phased—short-term, medium-term, and long-term—to promptly address urgent needs while establishing a foundation for sustainable growth. The CIP will significantly impact the community by upgrading city facilities, improving public safety infrastructure, expanding parks and recreational amenities, and enhancing essential utilities.

Key Financial Takeaways

- **Short-Term (2025–2027):** Approximately **$39 million** (34% of CIP) focused on immediate infrastructure repairs, public safety improvements, and city facility upgrades.
- **Medium-Term (2028–2033)**: Approximately **$23.3 million** for capacity expansion, including constructing a third fire station, parks enhancements, and integrating smart technologies.
- **Long-Term (2034–2040)**: Approximately **$53 million**, dedicated to major civic infrastructure projects such as a new library, City Hall expansion, and senior center renovations, providing transformational community improvements.

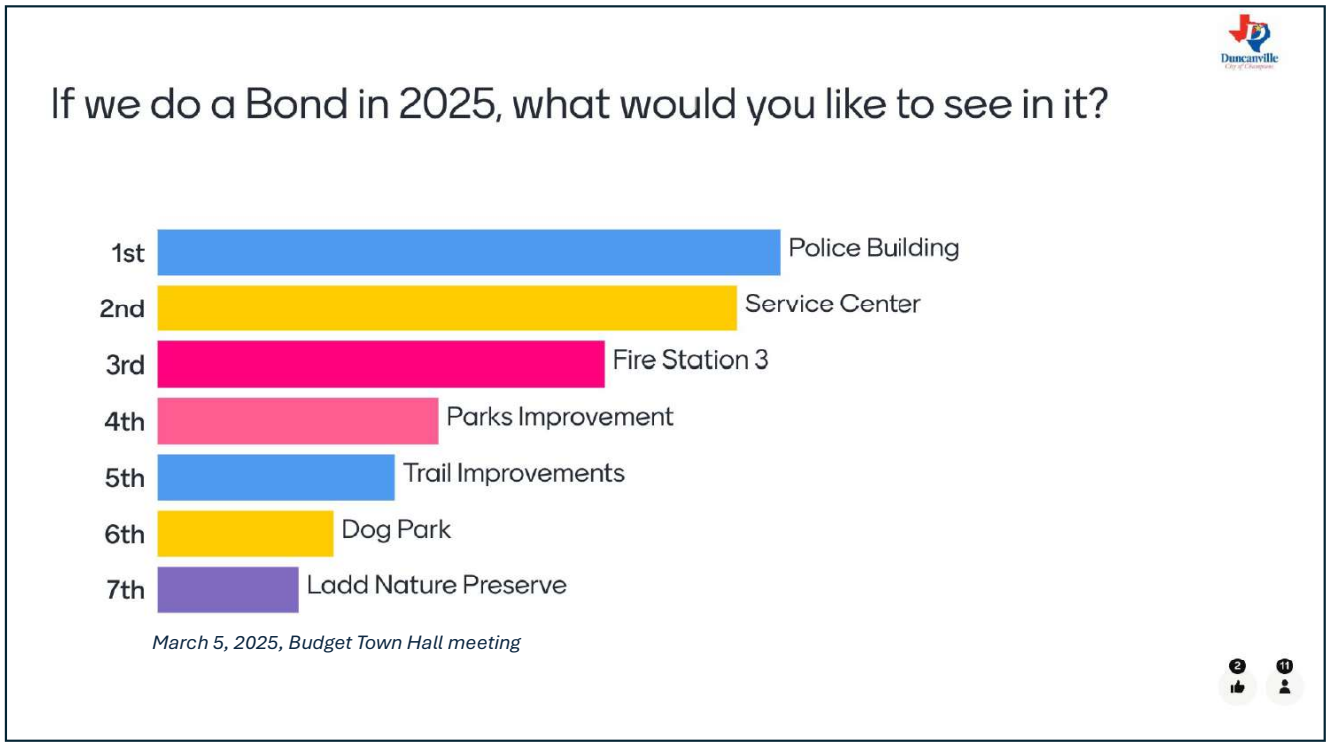
Funding Sources & Strategies

To ensure financial sustainability, Duncanville plans to fund the CIP through diverse sources:

- **Bonds** for major capital projects
- **Grants and Partnerships** to leverage external resources and minimize taxpayer burden
- **Pay-as-You-Go** financing for smaller-scale projects

- **Enterprise Funds and User Fees** for utility improvements
- **Economic Development Funds** for projects stimulating local economic growth
- **Alternative Revenue** for projects to improve quality of life, yet need to be funded through alternative methods due to the critical infrastructure needs.

This multifaceted approach allows for responsible debt management, avoids spikes in taxation, and provides transparency, positioning Duncanville to effectively implement these ambitious projects.



2025–2040 Capital Improvement Plan

DATE: March 18, 2025

I am pleased to present to Council the 2025 – 2040 Capital Improvement Plan (CIP), a strategic document designed to provide an ambitious and collaborative framework for long-term planning for the City of Duncanville. This CIP fulfills the commitment I made during my interview process in October 2023, where I highlighted my experience and vision for implementing a comprehensive, forward-looking 15-year Capital Improvement Plan accounting for major projects on the horizon.

This CIP is intended to serve as a living document—flexible and adaptable—as we navigate the opportunities and challenges ahead. It will be periodically reviewed and adjusted to align with emerging circumstances and community needs.

The 2025 – 2040 CIP has been carefully designed to integrate and complement several key strategic planning documents currently guiding our city's growth and development. These documents include:

- Comprehensive Plan (Duncanville 2025 - 2040)
- Dog Park Master Plan (2025)
- Charles F. Ladd Nature Preserve Master Plan (2025)
- Drainage Master Plan (2025)
- Water/Wastewater Master Plan
- Transportation (Streets) Master Plan
- Economic Development Strategic Plan
- Parks Master Plan
- Trails Master Plan
- Duncanville Facility Needs Assessment (2024)
- Matrix Fire Analysis (2025)
- Matrix Police Analysis (2025)

Additionally, this CIP aligns with our multi-year financial strategy, providing financial projections and implications that assist with informed decision-making and prioritization.

The intent of this Capital Improvement Plan is not only to provide financial insights but also to foster a strategic alignment across various city operations and initiatives. It ensures that as we continue to grow, we remain proactive, strategic, and fiscally responsible in our planning.

Sincerely,

Douglas E. Finch, City Manager
City of Duncanville

2025–2040 Capital Improvement Plan

Vision Statement

Duncanville is a forward-thinking, resident-focused community that welcomes all. The City builds on its unique position—proximity and ready access to the Dallas metroplex—to enhance quality of life through modern infrastructure, accessible public facilities, and thriving neighborhoods. Downtown Duncanville serves as a walkable civic, cultural, and commercial hub, enriched by locally owned businesses, arts, and vibrant community spaces. Duncanville represents an inclusive community focused on innovation, fiscal responsibility, sustainability, and resilience.

15-year (2025 – 2040) Capital Improvement Plan - Detailed Report



The 2023-2025 City Council of the City of Duncanville has spent considerable time discussing and listening to the needs of the city relating to Capital Improvements. The Council has met in four different workshops to consider the needs. The following sections provide a detailed breakdown of the CIP's financial allocations by phase, an analysis of funding mechanisms and sustainability, and a summary of community input (polling results) that helped shape priorities.

Short-Term Projects (2025–2027) – $39M

Critical Immediate Needs

Allocation & Projects: The short-term phase focuses on **critical immediate needs** with a budget of about **$39 million**. This represents the upfront push to tackle pressing infrastructure and facility issues in the first three years.

Key projects in this phase include:

- **Service Center Renovation ($10.2M):** A major overhaul of the city service center to modernize facilities and improve operational efficiency. This ensures public

works and maintenance services have updated infrastructure to better serve residents.

• **Fieldhouse HVAC & Kitchen Upgrades (~$1.27M):** Replacing aging HVAC systems ($1.2M) and renovating kitchen facilities ($65K) at the Duncanville Fieldhouse, improving energy efficiency and the usefulness of this community sports/events venue.

• **Fire Station #2 Renovations ($2M):** Upgrades to an existing fire station – addressing plumbing and HVAC issues and structural repairs. This investment extends the station's service life and enhances firefighter safety, directly impacting public safety response.

• **City Hall/Police HQ Generator ($0.5M):** Installation of a backup generator for City Hall and the Police Department, ensuring critical operations can continue during power outages. This project boosts disaster resilience for essential city functions.

• **Harrington Park Phases I & III ($3.4M):** Park improvements across multiple phases, including infrastructure upgrades, new amenities, and landscaping at one of the city's major parks. These enhancements expand recreational opportunities and can even promote sports tourism by improving athletic facilities.



• **Police Building Expansion/Upgrade ($10.5M):** Construction of a new police facility or significant expansion to address space constraints and modernize law enforcement operations. This substantial investment strengthens public safety infrastructure and community policing capacity.

• **Automated Metering Infrastructure (AMI) ($11M):** City-wide implementation of advanced water meter technology. Upgrading to smart meters will improve water resource management, detect leaks, and provide better service to residents through more accurate billing and usage data.



• **Water/Wastewater Master Plan ($0.2M):** Development of a comprehensive plan for upgrading water and sewer systems. Though a relatively small budget item, this planning effort is crucial for guiding future utility infrastructure investments and ensuring sustainable water service as the city grows.

Focus & Impact: In total, short-term projects emphasize **public safety, core infrastructure, and parks** – exactly the areas of most immediate concern. Over this 2025–2027 period, Duncanville will see visible improvements: modernized city facilities, reduced maintenance backlogs, and enhanced safety systems. The ~$39M expenditure in three years is an ambitious but necessary boost to catch up on critical needs (like fixing aging buildings and utilities). Financially, the City plans to fund this phase through a combination of saved capital funds and the first issuance of bonds. Because these projects are front-loaded, the City will carefully time bond sales and use grants where available (for example, seeking federal grants for the AMI project due to its water conservation benefits). The result is a surge of investment without sacrificing the City's fiscal stability – a strategy made possible by the CIP's forward planning.

Medium-Term (2028–2033) – $23.3M Investment

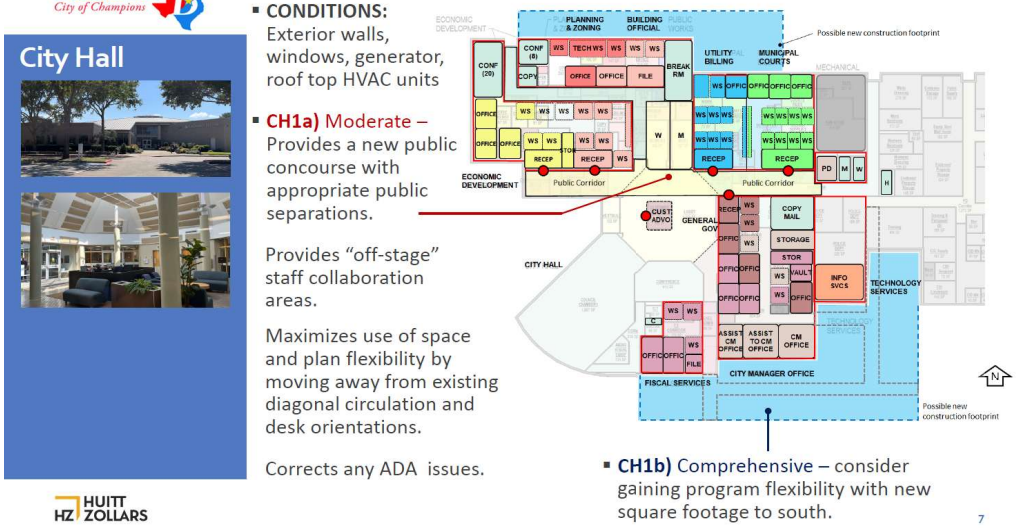
Capacity Expansion

Allocation & Projects: The medium-term phase allocates roughly **$23.3 million** over years 4 through 9 of the plan. This phase builds on early improvements and starts addressing **capacity expansion and quality of life enhancements** as the city grows. Key medium-term projects include:

- **Third Fire Station ($8M):** Construction of a new fire station to improve emergency response times in growing or currently under-served areas of Duncanville. Adding a third station expands public safety coverage, reflecting the city's growth and the community's priority on safety services. This particular initiative could be advanced to a short term project, if feasible, with the issuance of a bond.

- **Harrington Park Phase II ($3.3M):** The second phase of the Harrington Park improvements, adding sports fields, trails, and playgrounds. This continues the park's development by increasing its usability and recreational offerings. Such enhancements attract families and support community wellness, aligning with residents' interest in better parks.

- **City Hall Renovations ($8M):** Upgrades to the existing City Hall building, focusing on critical needs like HVAC replacement, ADA compliance improvements, and interior refurbishments. This investment ensures the seat of government remains functional, efficient, and accessible to all citizens.



September 2024 presentation by Huitt Zollars to City Council, Facilities Condition & Needs Assessment

- **Recreation Center Renovations ($4M):** Modernizing the Duncanville Recreation Center, including upgrades to gymnasiums, adding multi-use program rooms, and improving accessibility features. This project updates a heavily used community facility to better serve youth and adult programs, directly benefiting public health and leisure

Focus & Impact: Medium-term projects address **expanding public facilities and continuing infrastructure improvements**. At ~$23.3M over six years, this phase requires a steadier annual spending rate than the short-term burst. These projects respond to **growing community needs** – for example, as population and service demand increase, the third fire station and enlarged recreation spaces become essential. Financial sustainability is maintained by spacing out these mid-tier investments. The City can pursue grant funding and alternatives targeted at these projects to spread out debt service. Additionally, parks and recreation grants or county partnership funds might be sought for Harrington Park Phase II and the rec center upgrades, leveraging external funding. By 2033, Duncanville will have significantly bolstered its public safety infrastructure and upgraded key civic amenities, all while adhering to a manageable financial game plan that keeps annual capital expenditures and new debt within prudent limits.

Long-Term (2034–2040) – $53M Investment

Civic Infrastructure Facilities

Allocation & Projects: The long-term phase dedicates approximately **$53 million** in the final seven years of the plan. These projects are **major, transformational investments** that will shape Duncanville's services and skyline for decades. Key long-term initiatives include:

- **City Hall Expansion ($15M):** A substantial expansion of City Hall, adding office space, public meeting areas, and flexible workspaces for future needs. As Duncanville grows, its government services will require more capacity; this project ensures the administrative infrastructure can accommodate growth and improve customer service for residents.

- **"103" Facility Renovations ($10M):** Renovation and repurposing of an existing city facility (referred to as project "103") for community or multi-departmental use. With a significant $10 million budget, this could transform an underutilized property into a new asset – for example, a civic center or combined service facility – expanding the city's functional space and service delivery capabilities. Additionally, City leaders should consider if the 103 facility is still needed by this time or if it is possible to privatize this building after other City facility improvements.

• **New Public Library ($20M):** Construction of a **new state-of-the-art library** to replace or supplement the current library. This is one of the most anticipated community projects – a modern library with upgraded technology, study areas, and community meeting spaces. At $20 million, it's a flagship investment aimed at promoting lifelong learning, literacy, and community engagement in the digital age.

• **Library Renovation ($3M):** Renovation of the existing library facility (likely after the new library is built, the old building may be repurposed or become a branch or other community space). This ensures that all library services, new and old, are modernized.



• **Senior Center Renovation ($5M):** Upgrades and expansion of the D.L. Hopkins Jr. Senior Center. With $5 million earmarked, this will enhance amenities for seniors, improve accessibility, and possibly enlarge the facility to serve the growing senior population. It reflects Duncanville's commitment to inclusivity and quality of life for older residents.

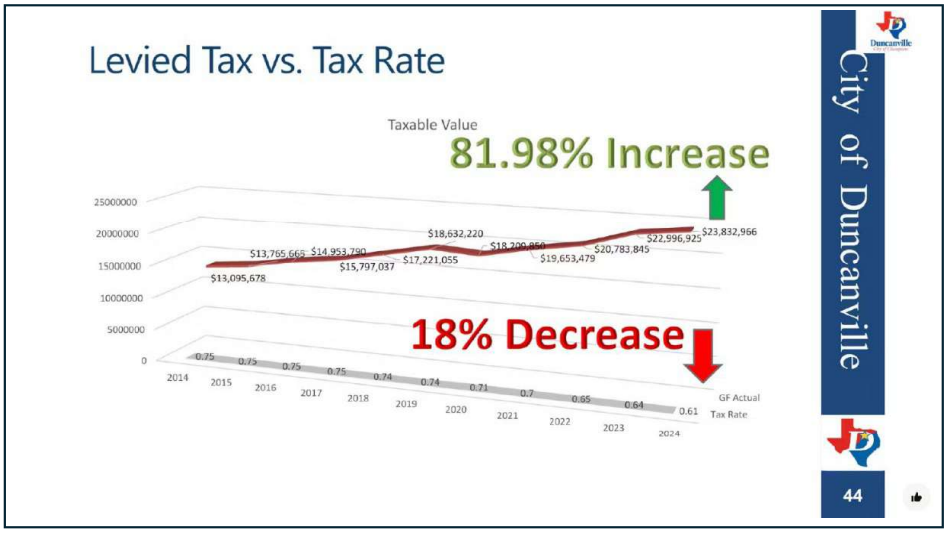
Focus & Impact: Long-term projects center on **civic modernization and community facilities,** including major public buildings and amenities for education and seniors. This $53M phase (2034–2040) is the costliest, underlining that big-ticket items are scheduled at the tail end of the 15-year window. By deferring these large expenses to later, the city gains time to plan financially – for instance, to conduct feasibility studies, secure land if needed, and build up funding capacity (through bond elections or savings). The impact of this phase will be transformational: a new library and expanded city hall will become legacy infrastructure for the city, and renovated facilities will significantly improve citizen experiences. Funding these may require **voter-approved bond referendums in the mid-2030s** for the library if needed. The CIP anticipates this and aligns these projects with the city's debt schedules so that older bonds (perhaps from previous initiatives) may be paid off as new ones are issued, keeping the overall debt level manageable. By the end of 2040,

Duncanville is projected to have a much more modern civic center, from administration to public spaces, achieved through careful long-term financial planning.

Financial Sustainability & Funding Mechanisms

Implementing a $115+ million program over 15 years demands careful financial stewardship. The CIP's design inherently promotes sustainability by phasing projects and aligning them with realistic funding sources. Key funding mechanisms and strategies include:

• **Bonds:** Many large capital projects (new buildings like the library or fire station) would need to be financed through initiatives such as bonds, which spread the cost over many years. The plan times these big projects with potential bond elections in phases, so that debt service can be smoothed out. Duncanville's approach is to "manage debt responsibly and maintain fiscal health while delivering on commitments". This means keeping the city's debt ratios within safe limits. For example, bonds issued for short-term projects might be structured to be partially repaid by the time long-term bonds for the library are issued, avoiding overlapping heavy debt loads.



• **Pay-as-You-Go and Reserve Funds:** Smaller and mid-sized projects (like park improvements, vehicle replacements, or studies like the Water/Wastewater Master Plan) may be paid from annual budget allocations or existing capital reserve funds. By using cash on hand for these modest costs, the city avoids incurring debt interest. The CIP identifies such opportunities to pay-as-you-go, especially in the early years, to preserve borrowing capacity for the big items later.

• **Grants and External Funding:** The City will aggressively seek **state and federal grants** for eligible projects. As noted in the CIP, leveraging outside funding and partnerships is a priority "to maximize impact while minimizing financial strain on the municipality". Projects

with regional impact or specific objectives (e.g., flood control, transportation, or technology upgrades) might qualify for county, state, or federal funds. For instance, the planned Smart City Traffic Control Solutions (traffic monitoring technology) and citywide street lighting upgrades (noted in the CIP appendix) could attract grants or energy-efficiency rebates. Additionally, Duncanville may collaborate with neighboring cities or agencies on projects like the new fire station if it serves mutual aid purposes, sharing costs.

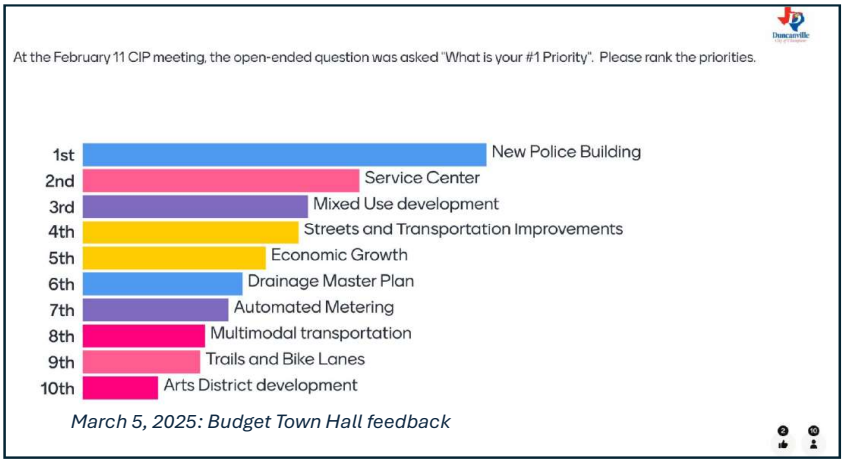
• **Enterprise Funds and User Fees**: Utility-related projects, such as the $11M AMI water meter system and water/sewer infrastructure plans, can be funded through the City's water/sewer enterprise fund, supported by utility fees supported by financial incentives through the Texas Water Development Board (TWDB). This means those projects are financed by water bill revenues or utility bonds (repaid by those revenues) rather than general taxes. This dedicated funding ensures that improvements in water infrastructure are financially self-sustaining, aligning costs with the users/beneficiaries.

• **Economic Development Funds:** Some facility upgrades that have economic benefits (like the Fieldhouse improvements, which can attract events and tourism) or projects like downtown streetscapes could tap into economic development corporations or dedicated sales tax funds if available. While not explicitly stated in the CIP, cities often use 4B sales tax revenue (if applicable) for park and recreation facilities. Duncanville will explore these special funding avenues to lessen the burden on the general fund; as well as the use of Hotel Occupancy Tax (HOT) Funds.

Overall, the CIP's financing strategy is a **mix of prudent borrowing and diversified revenue sources. By securing external financing and aligning resources up front,** the City can execute the plan without fiscal distress. Each project in the CIP is paired with an anticipated funding source in detailed budgeting, and the plan is revisited annually to adjust for economic conditions. This flexibility and foresight ensure that Duncanville's CIP is not just a wish list but a financially achievable roadmap. The outcome is a sustainable investment program that upgrades the city's infrastructure steadily while maintaining a stable tax rate and healthy fund balances (a critical aspect appreciated by residents and bond rating agencies alike).

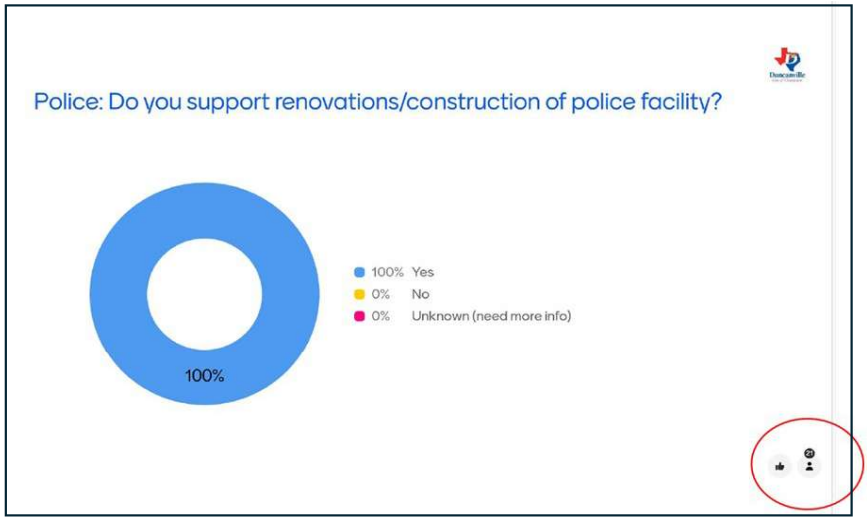
Community Priorities and Polling Results

Community input played a vital role in shaping the CIP, ensuring that the projects funded align with residents' priorities. Throughout the planning process – including public workshops, surveys, cip meetings, and a CIP & Budget Town Hall – **polling results and feedback** consistently highlighted certain key areas of need. The CIP incorporates these insights, as evidenced by the projects chosen. Below is a summary of community priorities as reflected in the polling and how they correspond to CIP investments:



March 5, 2025: Budget Town Hall feedback

• **Public Safety is a Top Priority:** Respondents strongly supported enhancements to public safety infrastructure. The idea of building or expanding the **police station** and a **new fire station** to improve emergency coverage received widespread backing. The CIP addresses this with a third fire station ($8M) in the medium term and a major police building project ($10.5M) in the short term. This alignment shows the city responding directly to citizens' calls for well-resourced fire and police services. Community members understand that faster response times and modernized public safety facilities save lives and improve safety, and they voiced support accordingly.



• **Enhanced Parks and Recreation:** Survey feedback indicated high demand for improved parks, trails, and recreational amenities. In particular, many residents expressed interest in developing the **Charles F. Ladd Nature Preserve** and creating a **dedicated Dog Park** in the city – features that would greatly enhance quality of life. The CIP acknowledges these as high-priority community projects by listing them as significant items pending funding: the Nature Preserve improvements ($9.0M) and a new Dog Park ($2.95M) have been identified for funding consideration. Their inclusion (even if as standalone items) reflects the strong community support behind them. Likewise, upgrades to Harrington Park (Phases I, II, III) and the recreation center are in the plan, consistent with residents' calls for better parks and youth facilities. Polling during CIP meetings showed broad enthusiasm for park expansions, indicating that citizens value open space, sports, and recreation highly.



• **Street and Infrastructure Upgrades:** Feedback from neighborhood meetings and surveys underscored frustration with aging streets, drainage issues, and infrastructure maintenance. Residents frequently ranked **street improvements and flood control** among their top concerns. In response, the CIP dedicates funding in the short term to street reconstructions and alley repairs (e.g. Ohio Blvd ADA improvements, alley refurbishments, and specific road projects in FY2025–2027). It also includes a Drainage Master Plan and targeted stormwater fixes. These projects address the community's desire to see tangible improvements in road quality and drainage. The polling results showed strong support for using bond funds to fix streets—an essential "bread and butter" issue for the public.

• **Modern Library and Community Facilities:** The vision of a modernized **public library** and improved community centers (like the senior center and recreation center) received significant support, especially in the comprehensive plan survey conducted alongside the CIP. Many families and seniors emphasized the need for updated, larger library space and senior facilities. The CIP's long-term projects – a $20M new library and $5M senior center

renovation – directly mirror these desires. Community backing for the library was notable; for instance, attendees at the town hall voiced that a 21st-century library with more programming space is crucial for education and cultural enrichment. This input gave the City Council confidence that such a large investment will have public support when it comes time to seek funding approval.

In summary, **community polling and engagement affirmed the CIP's priorities**. The plan is not only a top-down financial roadmap but also a reflection of grass-roots input. Projects with the loudest public support – **safer streets, better parks, robust fire/police services, and modern community spaces** – rose to the top of the list. As noted in the CIP introduction, the process "ensures investments reflect the community's priorities." Going forward, maintaining this community alignment is critical: continued citizen involvement will guide annual CIP updates, bond elections for funding will require voter approval, and ultimately, the community's use of and satisfaction with these projects will measure the CIP's success.

Quality of Life Improvements – Ladd Nature Preserve & Dog Park

The **Charles F. Ladd Nature Preserve Master Plan** and **Duncanville Dog Park Master Plan** represent significant quality-of-life enhancements designed to enrich Duncanville's recreational offerings, improve community well-being, and further establish Duncanville as a desirable place to live, visit, and enjoy nature.

The **Charles F. Ladd Nature Preserve** Master Plan identifies a total estimated investment of approximately **$8.99 million**, structured into multiple phases. Early phases focus on critical foundational improvements such as habitat restoration, invasive species management, and the construction of primary walking trails, parking areas, and accessible pathways. Subsequent phases aim to introduce additional educational and recreational amenities including outdoor classrooms, bird-watching observation decks, interpretive signage, nature-themed play areas, and passive recreation spaces designed for

Opinion of Probable Construction Cost (OPCC) 100%		
Base Bid		
Description		Total
Mobilization and Site Preparation		$880,000.00
Hardscape and Circulation		$3,197,500.00
Nature Center		$2,000,000.00
Landscaping		$473,000.00
Site Ameneties and Signage		$948,750.00
Overall Subtotal		*$7,499,250.00*
20% Contingency	$	*1,499,850.00*
Base Bid Total	***$***	***8,999,100.00***
Estimated Annual Land Management & Maintenance (1%)	$	*89,991.00*
Estimated Annual Inflation (2026)	$	*9,269,073.00*
Estimated Annual Inflation (2027)	$	*9,547,145.19*
Estimated Annual Inflation (2028)	$	*9,833,559.55*
Estimated Annual Inflation (2029)	$	*10,128,566.33*

environmental education and quiet reflection. This phased implementation not only enhances the ecological integrity of the preserve but also provides residents with unique, nature-oriented recreational experiences.

Similarly, the **Duncanville Dog Park** Master Plan outlines a phased approach with an estimated total cost of approximately **$2.9 million**. The initial phase emphasizes fundamental elements such as separate fenced areas tailored for small and large dogs, durable turf, shade structures, benches, and accessible walkways at an estimated cost of approximately $1.3 million. Future phases incorporate premium enhancements including lagoon-style water features, specialized agility equipment, additional shaded seating areas, landscaping improvements, and amenities that cater specifically to dog owners. These thoughtful additions create an inviting environment for community engagement, social interaction,

Duncanville Dog Park Master Plan
Opinion of Probable Cost
Prepared by Kimley-Horn
Tuesday, November 26, 2024

Entry/Perimeter	
Hardscape Subtotal:	$787,254.60
Softscape Subtotal:	$199,495.12
Utilities, Lighting, and Electrical subtotal:	$182,230.00
Wayfinding & Signage	$62,500.00
GRAND TOTAL:	**$1,231,479.72**

Water Dog Park	
Hardscape Subtotal:	$405,485.00
Softscape Subtotal:	$8,168.41
Utilities, Lighting, and Electrical Subtotal:	$31,000.00
Wayfinding & Signage	$8,500.00
GRAND TOTAL:	**$453,153.41**

Open Space Dog Park	
Hardscape Subtotal:	$250,860.00
Softscape Subtotal:	$21,274.97
Utilities, Lighting, and Electrical Subtotal:	$46,000.00
Wayfinding & Signage	$8,500.00
GRAND TOTAL:	**$326,634.97**

Small Dog Park	
Hardscape Subtotal:	$223,822.50
Softscape Subtotal:	$14,866.62
Utilities, Lighting, and Electrical Subtotal:	$31,000.00
Wayfinding & Signage	$8,500.00
GRAND TOTAL:	**$278,189.12**

Large Dog Park	
Hardscape Subtotal:	$292,472.50
Softscape Subtotal:	$24,746.40
Utilities, Lighting, and Electrical Subtotal:	$64,000.00
Wayfinding & Signage	$8,500.00
GRAND TOTAL:	**$389,718.90**

Subtotal (Excluding Contingency):	$2,679,176.12
Contingency/ Inflation (10%)	$267,917.61
GRAND TOTAL:	**$2,947,093.73**

and recreational enjoyment for both pets and their owners.

Consistent with the City Council's discussion from the February 11, 2025 meeting, funding for both projects will strategically leverage alternative revenue streams, including partnerships, private donations, sponsorships, dedicated park funds, and grants. This funding approach reflects Council's clear intent to reduce reliance on taxpayer-supported General Obligation debt, ensuring responsible fiscal management by prioritizing critical infrastructure and balancing those needs with community-desired enhancements. These plans demonstrate the City's commitment to investing in projects that meaningfully enhance community pride, promote active and healthy lifestyles, support ecological stewardship, and establish lasting assets that strengthen Duncanville's position as a vibrant, welcoming community.

Financial Distribution

To illustrate the financial distribution and community focus, the table below provides an overview of the CIP by timeframe, highlighting the budget allocation and primary focus of each phase:

Phase	Estimated Investment	Primary Focus Areas
Short-Term (2025–2027)	**$39.0 million**	Critical infrastructure, public safety, parks
Medium-Term (2028–2033)	**$23.3 million**	Facility expansion, public safety, smart upgrades
Long-Term (2034–2040)	**$53.0 million**	Major civic buildings, library, senior services
Total (2025–2040)	**$115.3+ million**	Comprehensive citywide improvements

The above financial breakdown and the supporting community input show a carefully structured plan. Each phase of the CIP not only manages to invest in the city's growth but does so in alignment with what residents have signaled they want most, thereby maximizing the plan's positive impact on Duncanville's development

Conclusion

In closing, the Capital Improvement Plan (CIP) represents a strategic roadmap for Duncanville's sustainable growth. It is designed to ensure our city remains resilient, competitive, and responsive to the evolving needs of our diverse community. While detailed, this plan is also intentionally flexible, recognizing that unforeseen challenges and opportunities may arise requiring thoughtful adjustments. By aligning our infrastructure priorities with community values and long-term objectives, the City Council and Administration remain committed to enhancing Duncanville's quality of life, safeguarding our financial resources, and positioning the City of Champions for lasting success.

(214) 675-6493
amandac@ramblertm.org

GAL

st for Proposals Bid 2025-17 for Electrical City of Lancaster, at the office of the City 11 N. Henry Street, Lancaster, TX 75146, ch time bids duly delivered and submitted ed. Bid opens for submittals 10a.m. April

y 7, 2025 at 9 a.m. at the Municipal Cen- posals are due by 2 p.m. (CST) May 19, eferred through the City's e-bid site. To e in a bid, please visit: www.lancaster-tx. information may be obtained by emailing

PPELL, TEXAS, READOPTING, RATIFY- CHAPTER 9 OF THE CODE OF ORDI- P PROGRAMS STANDARDS OF CARE; ROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

OPPELL, TEXAS, BY AMENDING THE FORE, AMENDING CHAPTER 12, AR- MENDING SECTION 12-29-6 'NONCON- XCLUDING POLE SIGNS, BUILT PRIOR E LOCATION WITH THE SAME HEIGHT RCHITECTURALLY COMPATIBLE WITH VIDING A REPEALING CLAUSE; PRO- D PROVIDING AN EFFECTIVE DATE.

PPELL, TEXAS, AMENDING THE COM- ND MAP OF THE CITY OF COPPELL, BY GRANTING A CHANGE IN ZONING C (PLANNED DEVELOPMENT 317 RE- A DETAIL SITE PLAN FOR AN 1,800 ATED AT 192 SOUTHWESTERN BOU- ER OF HOWELL DRIVE AND SOUTH- OPERTY DESCRIBED IN EXHIBIT "A" ATED HEREIN; PROVIDING FOR THE N, LANDSCAPE PLAN, BUILDING ELE- PLAN; ATTACHED HERETO AS EXHIB- FOR DEVELOPMENT REGULATIONS; ROVIDING A SEVERABILITY CLAUSE; VIDING A PENALTY OF FINE NOT TO ND DOLLARS ($2,000.00) FOR EACH TIVE DATE.

PPELL, TEXAS, BY AMENDING THE FORE, AMENDING CHAPTER 12, AR- DD DEFINITIONS FOR "SHOWROOM", ER", "FULFILLMENT CENTER", AND RTICLE 25, LIGHT INDUSTRIAL DIS- D NEW DEFINITIONS TO PERMITTED OF SAID CHAPTER TO ALLOW CON- ONAL PARKING, TO ALLOW "WARE- ND "FULFILLMENT CENTER" AS DE- THAN ONE (1) PARKING SPACE PER DEFINED HEREIN TO REQUIRE NOT ER 1,000 SQUARE FEET; TO ALLOW

LEGAL

Duncanville

NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL

The City Council will hold a public hearing on Tuesday, May 6, 2025, at 7 p.m. The meeting will be held in the City of Duncanville Council Chambers located inside City Hall, 203 East Wheatland Road. The purpose of this meeting is to hear from the public about the proposed 15-year Capital Improvement Plan for the future of the City
of Duncanville.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Chiquita Taylor, or to Douglas Finch, City Manager P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE

Chiquita Taylor - City Secretary
Douglas Finch - City Manager

NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL

A public hearing will be held before the City Council on Tuesday, May 6, 2025, at 7p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas, to consider amendments to Sections 4.10 – 28, Article II: Animal Control of the Animal and Fowl Ordinance.

The purpose of the Public Hearing is to consider the addition of section 4-20, Keeping backyard fowl and rabbits, Section 4-27 Wild Animal Permitting, amendments to Section 28, Appeal Process, as well as clarifications in other sections of the ordinance.

You are invited to attend and make comments regarding the proposed changes. The proposed changes may be inspected in the Police Department or City Secretary's Office at City Hall, 203 E. Wheatland Road, during regular business hours.

CITY OF DUNCANVILLE
Chiquita Taylor - City Secretary
Ron Wilcots - Assistant Police Chief

NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL

ZONING FILE #2025-1

The City Council will hold a public hearing on Tuesday, May 6, 2025, at 7 p.m. The meeting will be held in the City of Duncanville Council Chambers located inside City Hall, 203 East Wheatland Road. The purpose of this meeting is to hear the request of Edward Chadwick, Applicant, representing Duncanville Independent School District, for a Specific Use Permit to allow for the use of "School, Primary or Secondary (Public)", on Duncanville High School, Blk 1, Lot 1, ACS 61.795, more commonly known as 900 West Camp Wisdom Road, City of Duncanville, Dallas County, Texas.

The subject property is located within the SF-10, Single-Family Residential District. Per Sec. 3.03, Permitted Use chart, the use "School, Primary or Secondary (Public)" requires the approval of a Specific Use Permit to operate within SF-10 zoning. Although the campus currently exists, the school district plans to expand Duncanville High School by adding a career technology education building to the campus. Current zoning codes require the approval of a Specific Use Permit for the proposed expansion.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Chiquita Taylor, or to Victor Barrera, Director of Economic Development, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE

Chiquita Taylor - City Secretary
Victor Barrera, - Director of Economic Development

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Conduct a public hearing (2025-01) and consider an Ordinance for a Specific Use Permit at the request of Edward Chadwick of Baird, Hampton and Brown Inc., applicant, representing Duncanville Independent School District, property owner, to allow for the use of "Primary or Secondary School (Public)" on Duncanville High School, Blk 1, lot 1, ACS 61.795, more commonly known as 900 West Camp Wisdom Road, 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:
Victor Barrera, Director of Economic Development

BACKGROUND/HISTORY:
Comprehensive Plan
The subject property has a Future Land Use Designation of Low-Density Residential. The Plan states that Low-Density Residential represents a traditional single-family detached neighborhood and includes housing and living units for people with a range of incomes and needs. Low-density residential areas generally range between three and five dwelling units per acre.

The Plan also includes policies to guide Low-Density Residential areas:

- They should be protected from, but accessible to, the major roadway network, commercial establishments, and industrial areas.
- Subdivisions should be accessible to collector and arterial streets but should directly access only local streets, creating a balanced land-use pattern across the city.
- They should not be directly accessible to major arterials and freeways without adequate buffering and access management.

Project Scope

The applicant seeks approval for a Specific Use Permit at the existing Duncanville High School campus. The school district plans to construct a new two-story career technology education building, which will be approximately 37,000 square feet.

The current Zoning Ordinance was adopted on March 2, 2021. According to Section 3.03 of the Comprehensive Zoning Ordinance, a “Primary or Secondary School (Public)” requires a Specific Use Permit within the SF-10, Single Family Residential zoning district. This is the purpose for this request.

The campus was originally built in 1967 and currently includes seven buildings, which house the main school, maintenance facilities, sports press boxes, restrooms, and separate restroom facilities. There are also seven athletic fields and twelve tennis courts on the premises. The campus features existing landscaping and eight parking lots accessible from various points.

The new addition will comprise six classrooms, three offices, and eleven storage rooms. The first floor will be 29,198 square feet, while the second floor will cover 7,000 square feet. Since the new addition is less than 50% of the main building’s floor area, it does not have to comply with the design standards specified in the Zoning Code, as outlined in Section 4.03. An elevation plan and site plan are included.

The new building will offer educational programs in cosmetology, culinary arts, graphic design, engineering and robotics, broadcasting, architectural drafting, and fashion design. A proposed floor plan detailing this information is also included.

Furthermore, the school intends to complete interior renovations following the expansion.

Initially, during the construction phase, temporary classrooms and bathrooms were to be installed along the Camp Wisdom Road frontage, directly north of the campus. This was discussed during the Planning and Zoning Commission meeting on January 13, 2025. However, this is no longer the case. The installation of temporary classrooms and bathrooms will not occur during this project. The applicant has provided an updated site plan since. The site plan is attached.

The applicant submitted a traffic study analysis that demonstrates parking will remain unchanged during construction. This analysis confirms that the campus currently offers more parking than necessary. The traffic study is attached.

Additionally, the applicant has provided a mitigation plan detailing existing trees, those to be removed, and areas where mitigation is required. Five trees will be removed for the new addition, and the city has mandated that two of these trees be mitigated on site. The majority of the existing trees and landscaping will remain.

As part of this process, the school plans to replat the property once the expansion is completed, which is expected to take approximately 18 months.

Staff recommendations are provided to ensure the replat is recorded within a timely manner.

SurroundingLandUseand Zoning

The subject property is surrounded by single-family residences to the west, east, and south. The homes to the west and south are zoned SF-10, Single-Family Residential, while the residences to the

east are zoned SF-7, Single-Family Residential. At the northeast corner, there is a Planned Development for Scooter's Coffee, and to the north of Scooter's Coffee, there are vacant lots zoned NOR, Neighborhood Office Retail. The Dallas city limits are directly across from the high school to the north, with a mix of residences, apartments, vacant lots, and a fuel station.

Zoningand Land Use

Section 6.05 of the Zoning Ordinance states that in considering an application for a Specific Use Permit, the Planning and Zoning Commission and the City Council shall consider that the proposed use is:

- consistent and compatible with the adjacent land use and zoning.
- consistent with the architecture and characteristics of the adjacent properties.
- may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
    - consistent with the goals and objectives of the City of Duncanville.
- an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
    - will not be detrimental to the general health, safety, and welfare of the community.
    - would stabilize and improve property values within the City of Duncanville.
- would protect and enhance the city's attractiveness to residents, businesses, tourists, and visitors.
    - would strengthen and help diversify the economy of the City of Duncanville.

POLICY EXPLANATION:

Notification

Thirty-three (33) notices were sent out for this public hearing. As of this writing, zero (0) responses have been received in favor of this request and zero (0) responses have been received in opposition to this request.

Recommendation

Staff recommends approval of the request to grant the Specific Use Permit as it is line with the Comprehensive Plan.

Staff Conditions

1. Replat the property after the proposed expansion is completed.
2. Obtain approval for and record the final plat before the certificate of occupancy is issued.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:
Staff recommends approval.

ATTACHMENTS:

Attachment 1 - Newspaper Notice
Attachment 2 - Maps
Attachment 3 - Zoning Application
Attachment 4 - Letter from Applicant
Attachment 5- Applicant Exhibits
Attachment 6 - Letter to Property Owners & 200 Foot Buffer
Attachment 7 - List of Property Owners
Attachment 8 - Duncanville.Ordinance - SUP - Duncanville High School 4899-1288-5032 v.1
Public hearing notitce - 04-19-2025.DISD

ATTACHMENT 1

Advertise 1 time - By March 15

NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL
ZONING FILE #2025-1

The City Council will hold a public hearing on Tuesday, April 1, 2025, at 7:00 p.m. The meeting will be held in the City of Duncanville Council Chambers located inside City Hall, 203 East Wheatland Road. The purpose of this meeting is to hear the request of Edward Chadwick, Applicant, representing Duncanville Independent School District, for a Specific Use Permit to allow for the use of “School, Primary or Secondary (Public)”, on Duncanville High School, Blk 1, Lot 1, ACS 61.795, more commonly known as 900 West Camp Wisdom Road, City of Duncanville, Dallas County, Texas.

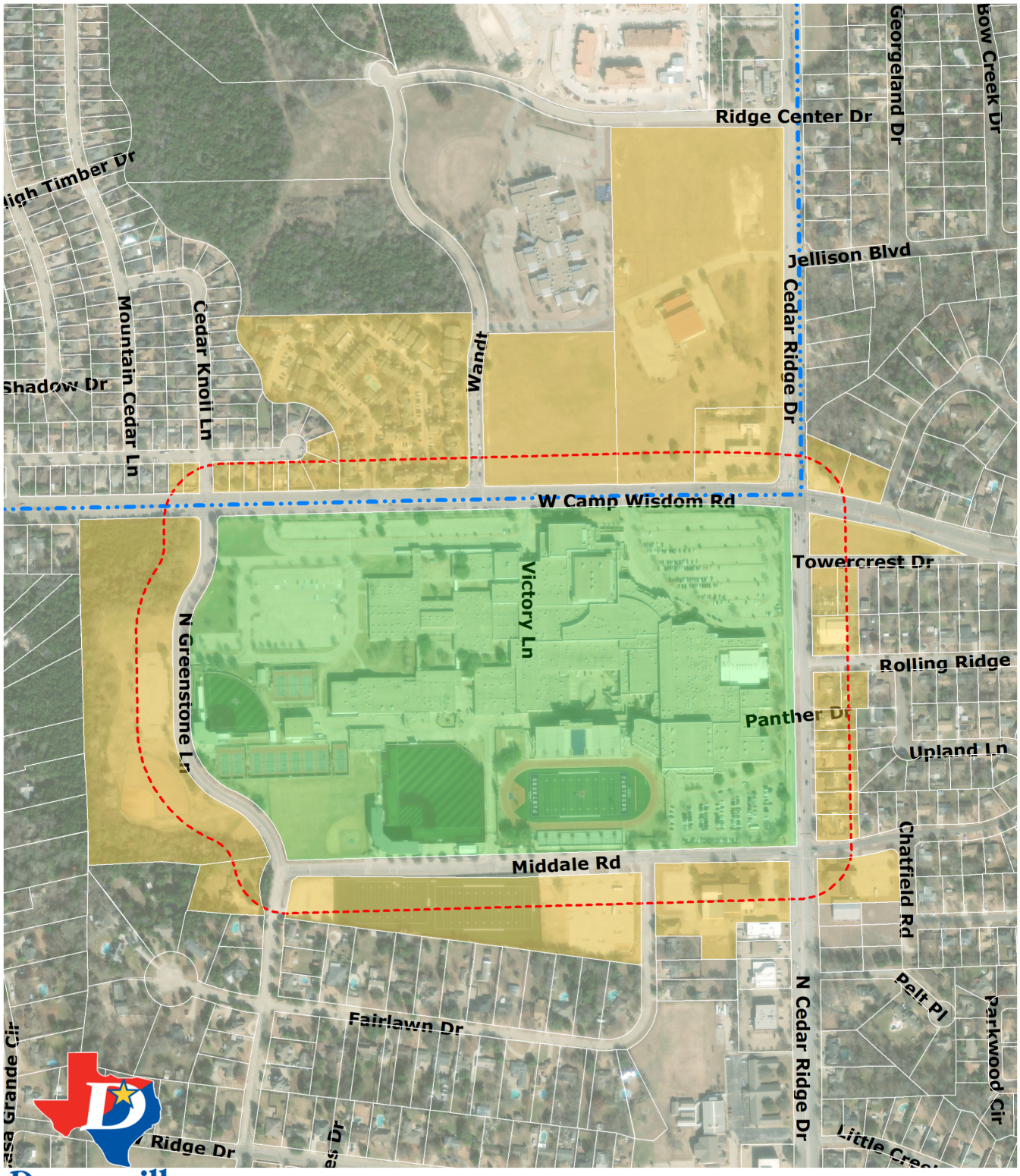
The subject property is located within the SF-10, Single-Family Residential District. Per Sec. 3.03, Permitted Use chart, the use “School, Primary or Secondary (Public)” requires the approval of a Specific Use Permit to operate within SF-10 zoning. Although the campus currently exists, the school district plans to expand Duncanville High School by adding a career technology education building to the campus. Current zoning codes require the approval of a Specific Use Permit for the proposed expansion.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Chiquita Taylor, or to Victor Barrera, Director of Economic Development, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Chiquita Taylor
City Secretary

Victor Barrera,
Director of Economic Development

ATTACHMENT 2



Duncanville
City of Champions

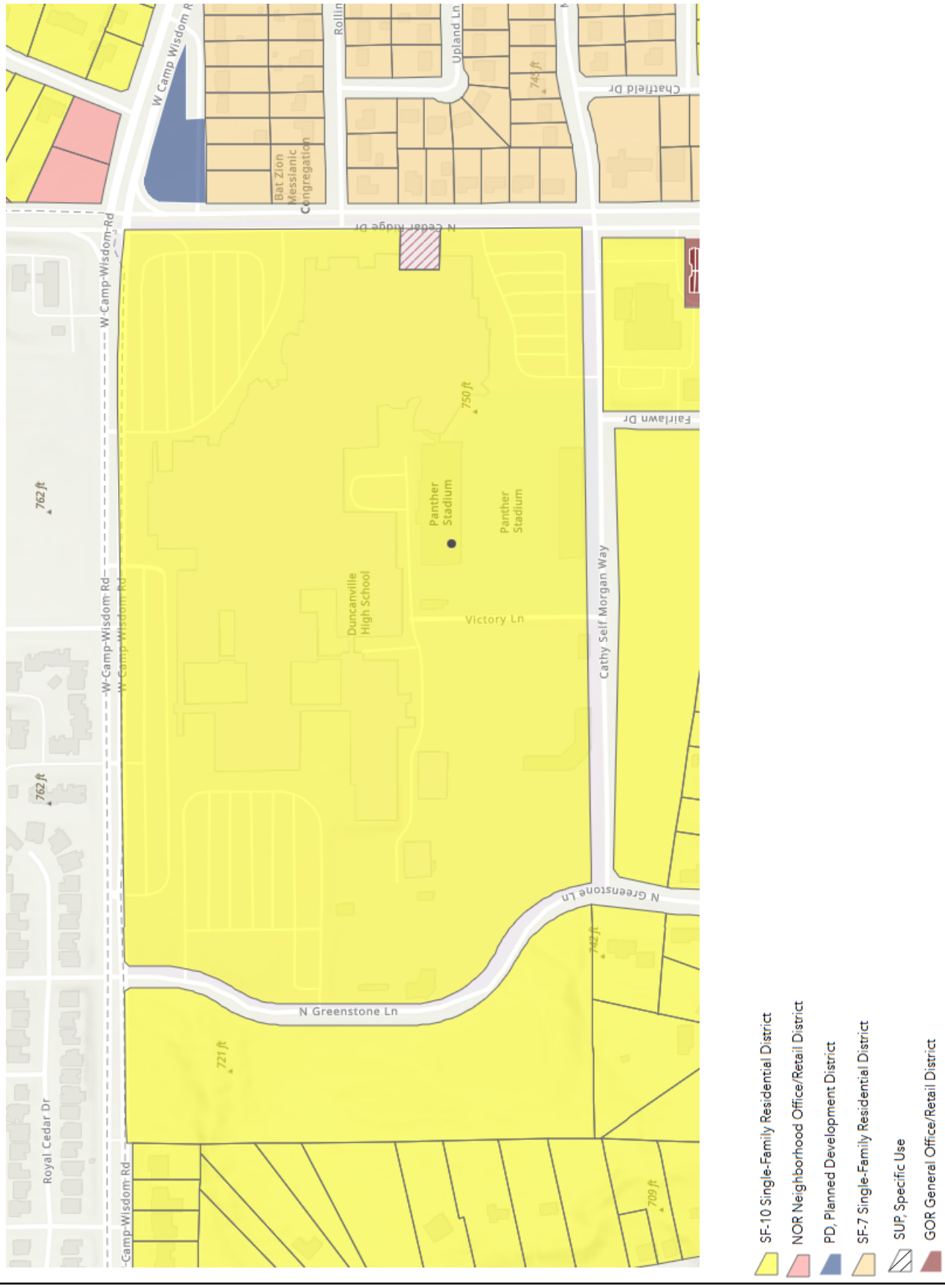
900 West Camp Wisdom Rd
200ft Property Address Buffer Map

N

125 ft 375 ft 625 ft

Legend

- City Limits
- Parcels Within 200ft Buffer
- Property Parcel Boundary
- 200ft Buffer


W Camp Wisdom Rd
Bat Zion Messianic Congregation
Upland Ln
745 ft
Chatfield Dr
N Cedar Ridge Dr
W Camp Wisdom Rd
762 ft
750 ft
Fairlawn Dr
Panther Stadium
Panther Stadium
Duncanville High School
Victory Ln
Cathy Self Morgan Way
N Greenstone Ln
762 ft
743 ft
N Greenstone Ln
721 ft
Royal Cedar Dr
709 ft
SF-10 Single-Family Residential District
NOR Neighborhood Office/Retail District
PD, Planned Development District
SF-7 Single-Family Residential District
SUP, Specific Use
GOR General Office/Retail District

ATTACHMENT 3

Development Services
Planning Divsion
City Hall Annex - 103 E. Wheatland Rd., Duncanville, TX 75116
P.O. Box 380280, Duncanville, TX 75137
972-780-5057, 972-707-3878
planningandzoning@duncanvilletx.gov

Duncanville
City of Champions

ZONING APPLICATION

CONTACT INFORMATION — REQUIRED

Applicant/ Agent Baird, Hampton & Brown, Inc. **Contact:** Edward Chadwick, PE

☑ **Engineer** ☐ **Architect** ☐ **Surveyor** ☐ **Owner** ☐ **Other**

Applicant/Agent Address: 949 Hilltop Dr **City:** Weatherford **State:** TX **Zip:** 76086

Agent Email: echadwick@bhbinc.com **Telephone:** 817-596-7575 **(Fax)**

Property Owner: Duncanville ISD Contact: Andrea Fields

Owner Address 710 S. Cedar Ridge Drive City: Duncanville State: TX Zip: 75137

Owner Email: afields@duncanvilleisd.org Telephone: 972-708-2000 (Fax)

PROPERTY INFORMATION — REQUIRED

Property Address: 900 W Camp Wisdom Rd

Legal Description of Property: Duncanville High School Addition

Lot No. 1 Block No. 1 Acreage: 61.795 Existing Zoning District: SF-10

REQUEST TYPE — REQUIRED

☑ Specific Use Permit - Commercial
For Duncanville H.S. CTE Building Addition

☐ Specific Use Permit - Residential
For

☐ Change in Zoning
From To

☐ Planned Development (PD)
☐ Amend PD Approval
☐ Development Plan Approval
☐ Conceptual Plan Approval
☐ Alternative Compliance Request
☐ Text Amendment

SUBMITTAL DOCUMENTS — REQUIRED

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

☑ Completed application **(The application fee will be accepted after staff has reviewed the application for completeness. Staff will contact you after review of your application.)**

☑ Property survey, or site plan or electronic copy of the metes and bounds legal description Microsoft word format or plat

☑ Written description of request (associated variance requests require justification), business statement or business plan with detailed description of proposed operation

☑ Electronic copies of all submittals via email

Completed applications may be emailed to planningandzoning@duncanvilletx.gov.

Rev. - 01 2024

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application be deemed incomplete.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration.

I understand the requirements of the zoning classifications as stated in the City of Duncanville Zoning Ordinance related to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, and morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

I have read and understand this application and certify that all information and attachments are true and correct. I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the request described. Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the City Planning and Zoning Commission and City Council.

Andrea H Fields
Signature of Current Property Owner

9/5/24
Date

Notarization

BEFORE ME, Sandra Saunders, on this day personally appeared Andrea Fields, known to or proved to me on the oath of _____ or through DL (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of Sept, 20 24.

(Seal)

Sandra Saunders
Notary Public in and for the State of Texas
My Commission Expires: 10-28-2027

SANDRA SAUNDERS
Notary Public, State of Texas
Comm. Expires 10-28-2027
Notary ID 130422318

2

Following is to be completed only if a person other than the owner is submitting this application.

Owner Validation

Applicant has permission to pursue a zoning change on the property located at 900 W Camp Wisdom Rd with the City of Duncanville.

Andrea H Fields — 9/5/24

Signature of Owner/Agent — Date

BEFORE ME, Sandra Saunders, on this day personally appeared Andrea Fields, known to or proved to me on the oath of _____ or through DL (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of Sept, 20 24.

(SEAL)

SANDRA SAUNDERS
Notary Public, State of Texas
Comm. Expires 10-28-2027
Notary ID 130422318

Sandra Saunders
Notary Public in and for the State of Texas

My Commission Expires: 10-28-2027

3

SUBMITTAL CHECKLIST

Specific Use Permit - Commercial

Please check if applicable

*Red asterisk indicates a required item. Staff will notify the applicant if any other items are needed.

YES	N/A	
☐	☑	Written Letter with detailed description of proposed operation *
☐	☑	Site Plan *
☐	☐	Building Elevation and Signage Plan
☐	☐	Landscape Plan
☐	☑	Floor Plans *
☐	☑	Other Drainage study, Traffic Study, Parking Summary

Specific Use Permit - Residential

Please check if applicable

*Red asterisk indicates a required item. Staff will notify the applicant if any other items are needed.
Requests for Short-Term Rental or Temporary Workforce Housing will require a floor plan.

YES	N/A	
☐	☑	Written Letter of Intent with detailed description of request *
☐	☑	HOA approval letter (if applicable) *
☐	☑	Drawings, spec sheets, diagrams or other documents in electronic format (PDF)
☐	☑	Letter from owner (if applicant is not owner) and/or approval letter from HOA (if applicable) *
☐	☑	Other _____

Planned Development

All items below are required.

YES	N/A	
☐	☑	Written Letter with detailed description of proposed development with proposed conditions
☐	☑	Conceptual Plan

(The purpose of a Conceptual Plan is to provide a general layout of the proposed development prior to a more specific Development Plan being submitted. A Conceptual Plan shall be construed to be an illustration of the development concepts only and not an exact representation of the specific development proposed.)

☐ ☑ Development Plan with proposed PD Conditions

(The purpose of a Development Plan is to specifically illustrate the proposed location and arrangement of uses and structures, the relationship of such uses to base zoning districts, development phasing, planned public improvements, open space, proposed amenities and the overall design of the development. Development Plan shall be incorporated into the regulations of the PD ordinance, shall be construed in conjunction with the authorized uses and development standards set forth in such regulations, and shall be in general conformity with the approved Conceptual Plan for the PD (if applicable).

REQUIRED

4

Development Plan Submittal includes the following:

- ☐ ☐ Site plan
- ☐ ☐ Building Elevations
- ☐ ☐ Landscape plan
- ☐ ☐

ATTACHMENT 4

BAIRD, HAMPTON & BROWN
building partners

949 Hilltop Drive
Weatherford, Texas 76086
817.596.7575

September 4, 2023

City of Duncanville
Planning Division
203 E. Wheatland Road
Duncanville, TX 75116
2023.850.085

Duncanville High School CTE Building Addition – Specific Use Permit Letter

Dear Planning Division,

Please let this letter serve as a request from Duncanville ISD to obtain a Commercial Specific Use Permit (SUP) for a Career and Technical Education (CTE) Building Addition to Duncanville High School, located at 900 W Camp Wisdom Road. The existing high school is located on Lot 1, Block 1, Duncanville High School Addition, currently zoned SF-10 which requires SUP approval for additions. The project consists of a proposed 36,198 sq ft CTE building addition including adjacent utilities, and paving revisions along with temporary portable classrooms onsite during construction.

***Detailed description of proposed operation*:** The proposed CTE building addition aims to enhance educational opportunities by providing culinary, graphic design, cosmetology, and other facilities tailored to Career and Technical Education. This expansion will support vocational training, hands-on learning, and skill development in various trades and professions.

If you have any questions or require any additional information, please contact me by phone at 817-596-7575 or by e-mail at echadwick@bhbinc.com.

Sincerely,
Baird, Hampton & Brown

Edward Chadwick, PE
Associate, Sr Civil Engineer

ATTACHMENT 5

EXISTING TREES TO REMAIN

TREES REMOVED - MITIGATION NOT REQUIRED

TREES REMOVED - MITIGATION IS REQUIRED (2 TREES)

TEMPORARY CLASSROOMS

NEW CTE ADDITION

EXISTING BUILDING RENOVATION

CAMP WISDOM ROAD
(100' PUBLIC RIGHT-OF-WAY)

TEMPORARY PORTABLE CLASSROOMS CLUSTER 1

TEMPORARY PORTABLE CLASSROOMS CLUSTER 2

PARKING LOT "A"

PARKING LOT "B"

EX PARKING

EX FIRE LANE

EX BUS DROP OFF LANE

PROP CANOPY

EX CANOPY

PROP CTE BUILDING ADDITION

EXISTING MULTI LEVEL BRICK SCHOOL COMPLEX BUILDING ON A CONCRETE FOUNDATION

LOT 1, BLOCK 1
DUNCANVILLE HIGH SCHOOL ADDITION
VOL. 86104, PG. 2419
P.R.D.C.T.

PROP DUMPSTER ENCLOSURE

PROP GRAVITY SAN SEWER SERVICE

EX SS SERVICE

EX SS LIFT STATION

PROP STORM (TYP)

EX STORM (TYP)

EX 12" WATER LINE

PROP 12" WATER LINE

EX 8" WATER LINE

SAWCUT LINE (TYP)

PROP FH

EX FH

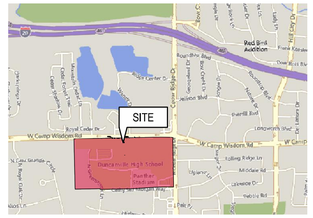
2 x PROP FIRE SERVICES, BACKFLOWS INSIDE BLDG. (FOR EXIST & PROP BLDGS)

DOM WTR SERVICE WITH METER AND BACKFLOW VAULT (FOR EXIST AND PROP BLDGS)

N

0 40 80 120

GRAPHIC SCALE: 1" = 40'-0" (22"x34")
1" = 80'-0" (11"x17")



VICINITY MAP

LEGEND

- PROP MEDIUM DUTY REINFORCED CONCRETE PAVEMENT.
- PROP HEAVY DUTY REINFORCED CONCRETE PAVEMENT.
- PROP REINFORCED CONCRETE SIDEWALK.

PARKING SUMMARY:
REFER TO SUP PARKING STUDY FOR OVERALL CAMPUS PARKING.

PARKING LOT "A" SUMMARY:

PRE PROJECT:

STANDARD:	402	SPACES
ACCESSIBLE:	9	SPACES
TOTAL:	411	SPACES

DURING CONSTRUCTION (PORTABLES ON PRKG. LOT "B"):

STANDARD:	396	SPACES
ACCESSIBLE:	9	SPACES
TOTAL:	405	SPACES

POST PROJECT :

STANDARD:	396	SPACES
ACCESSIBLE:	9	SPACES
TOTAL:	405	SPACES

PARKING LOT "B" SUMMARY:

PRE PROJECT:

STANDARD:	154	SPACES
ACCESSIBLE:	5	SPACES
TOTAL:	159	SPACES

DURING CONSTRUCTION (PORTABLES ON PRKG. LOT "B"):

STANDARD:	0	SPACES
ACCESSIBLE:	0	SPACES
TOTAL:	0	SPACES

POST PROJECT :

STANDARD:	154	SPACES
ACCESSIBLE:	5	SPACES
TOTAL:	159	SPACES

NOT FOR CONSTRUCTION
THIS DOCUMENT IS INTENDED FOR REVIEW ONLY, AND IS NOT INTENDED FOR BIDDING, PERMIT, OR CONSTRUCTION PURPOSES.
BHB, INC.
TX. REGISTERED FIRM F-00044
ENGINEER:
EDWARD A. CHADWICK, P.E.
TEXAS LICENSES NO: 109771
DATE: 01/23/2025

SPECIFIC USE PERMIT (SUP)
Duncanville High School
CTE Building Addition

OWNER: Duncanville ISD

SITE PLAN - CITY COUNCIL EXHIBIT

LOT 1, BLOCK 1, DUNCANVILLE HIGH SCHOOL ADDITION
Duncanville, TX, Dallas County
DATE OF PREPARATION: 11/25/2024

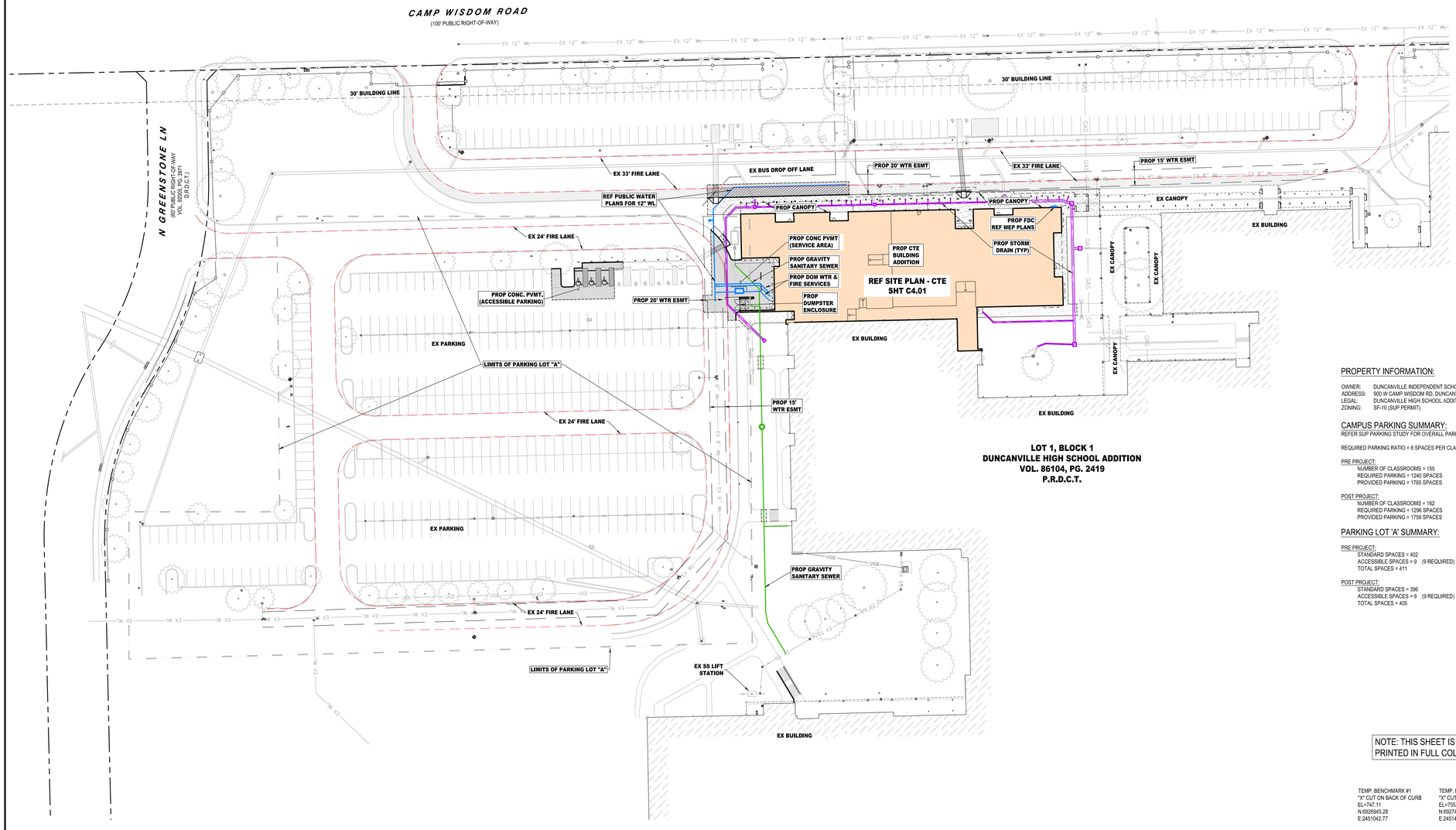
PREPARED BY:

BAIRD, HAMPTON & BROWN
engineering and surveying

949 Hilltop Drive, Weatherford, TX 76086
mail@bhbinc.com • 817.596.7575 • bhbinc.com
TBPELS Firm #44, #10194146

1.23.2025 10:24AM F:\job\2024\650\035 Duncanville CTE\01 Design & Drafting\02 Civil\08b Specific Use Permit (SUP) - COUNCIL EXHIBITS\2024.650.035_SUP-SITE PLAN.dwg C1.00 SITE PLAN

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N

0 40 80 120

GRAPHIC SCALE: 1" = 40'-0" (30"x42")
1" = 80'-0" (15"x21")

LEGEND

VEHICULAR PAVING

SIDEWALK

PROPERTY INFORMATION:

OWNER: DUNCANVILLE INDEPENDENT SCHOOL DISTRICT
ADDRESS: 900 W CAMP WISDOM RD, DUNCANVILLE, TX 75116
LEGAL: DUNCANVILLE HIGH SCHOOL ADDITION, LOT 1, BLOCK 1
ZONING: SF-10 (SUP PERMIT)

CAMPUS PARKING SUMMARY:

REFER SUP PARKING STUDY FOR OVERALL PARKING COUNTS

REQUIRED PARKING RATIO = 8 SPACES PER CLASSROOM

PRE PROJECT:
NUMBER OF CLASSROOMS = 155
REQUIRED PARKING = 1240 SPACES
PROVIDED PARKING = 1765 SPACES

POST PROJECT:
NUMBER OF CLASSROOMS = 162
REQUIRED PARKING = 1296 SPACES
PROVIDED PARKING = 1759 SPACES

PARKING LOT 'A' SUMMARY:

PRE PROJECT:
STANDARD SPACES = 402
ACCESSIBLE SPACES = 9 (9 REQUIRED)
TOTAL SPACES = 411

POST PROJECT:
STANDARD SPACES = 396
ACCESSIBLE SPACES = 9 (9 REQUIRED)
TOTAL SPACES = 405

NOTE: THIS SHEET IS TO BE PRINTED IN FULL COLOR

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"X" CUT ON BACK OF CURB
EL=747.11
N:6926945.28
E:2451042.77

TEMP. BENCHMARK #2
"X" CUT ON CONC. AT INLET
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N:6927194.94
E:2450860.28

TEMP. BENCHMARK #3
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TEMP. BENCHMARK #6
"X" CUT ON CONC. AT INLET
EL=757.65
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E:2451828.84

SITE PLAN - OVERALL

Date

Revision /

Project:
DUNCANVILLE HIGH SCHOOL CTE ADDITION
AND RENOVATIONS
FOR
DUNCANVILLE ISD
DUNCANVILLE, TEXAS

BAIRD, HAMPTON & BROWN
engineering and surveying
949 Hilltop Drive, Weatherford, TX 76086
mail@bhbeng.com • 817.598.7570 • bhbeng.com
TBPELS Firm #44, #10194140

STATE OF TEXAS
EDWARD A. CHADWICK
109771
LICENSED
PROFESSIONAL
ENGINEER
02/07/2025

Huckabee
www.huckabee-inc.com
800.687.1229

SITE PLAN - OVERALL

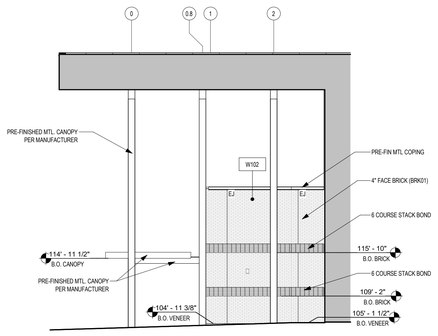
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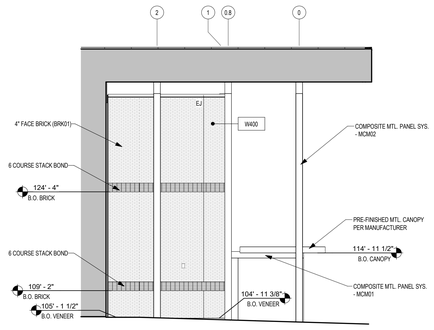
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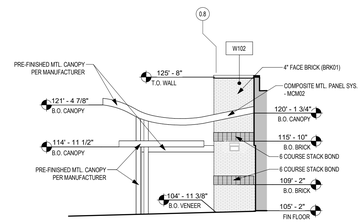
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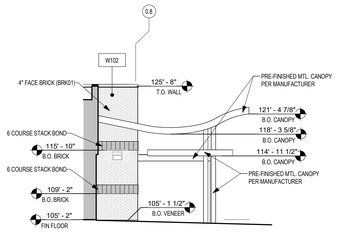
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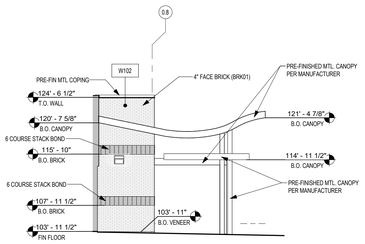
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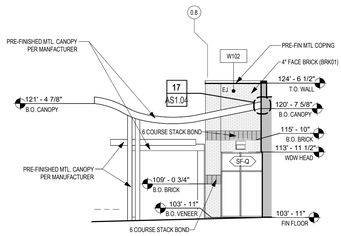
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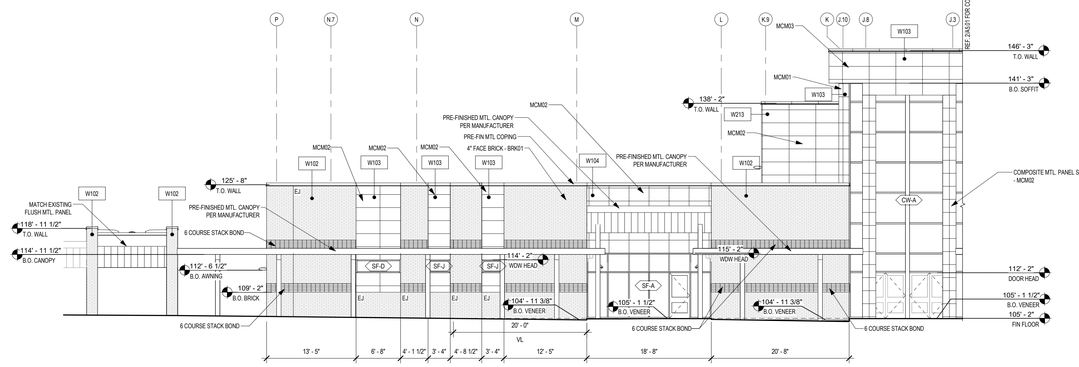
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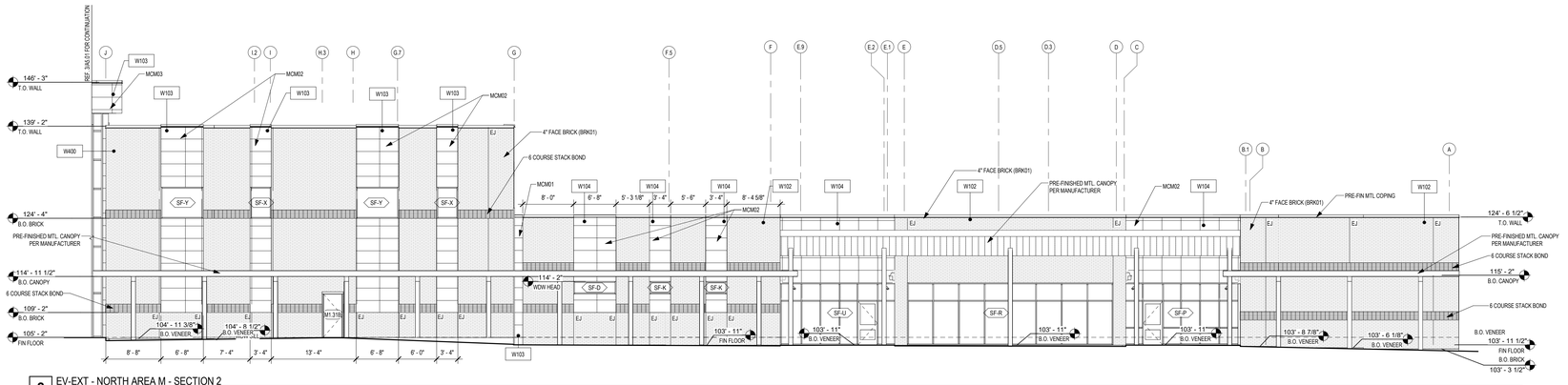
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1/8" = 1'-0"



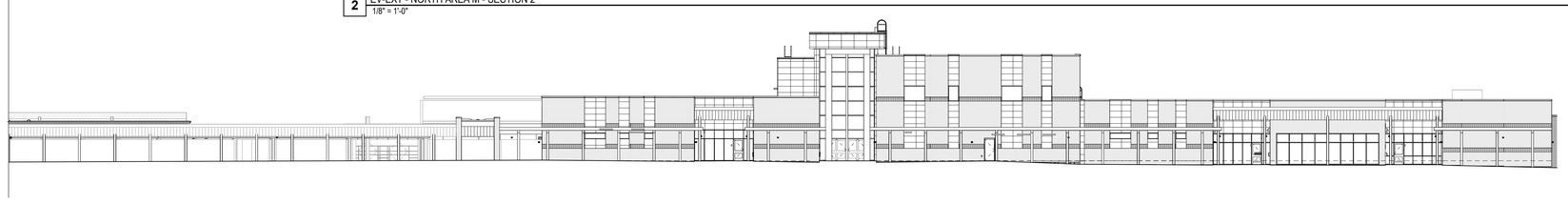
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1/8" = 1'-0"



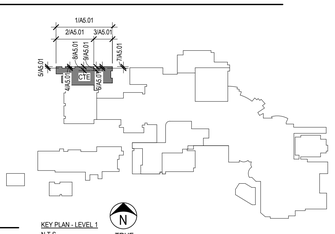
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1/8" = 1'-0"



2 EV-EXT - NORTH AREA M - SECTION 2
1/8" = 1'-0"



1 OVERALL NORTH ELEVATION
1/16" = 1'-0"



Date

Revision /

Project:
DUNCANVILLE HIGH SCHOOL CTE ADDTION AND RENOVATIONS FOR DUNCANVILLE ISD DUNCANVILLE, TEXAS

DRAFT
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Kenneth D. Martin
TX 20781

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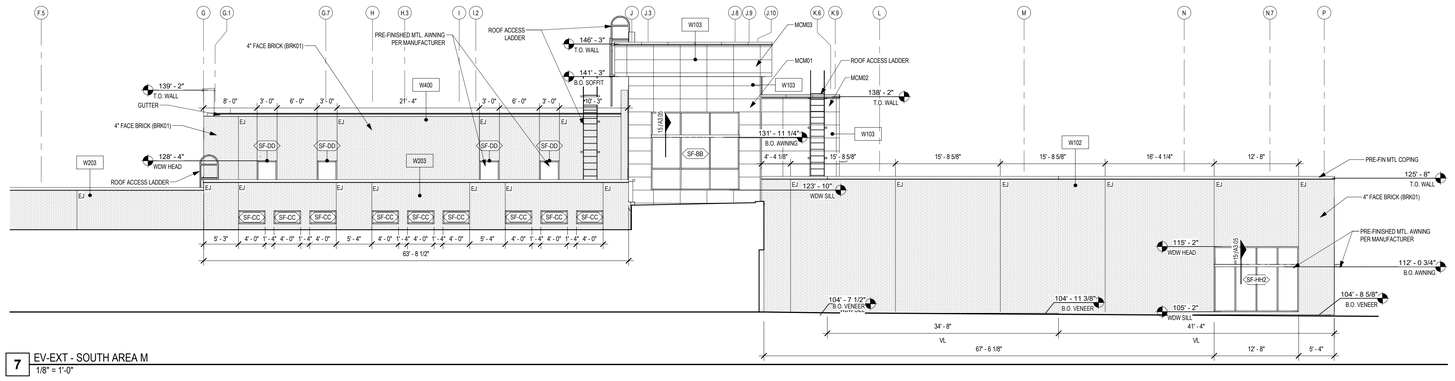
EXTERIOR ELEVATIONS

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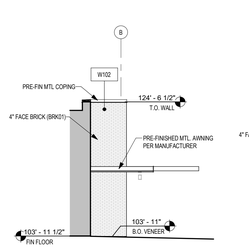
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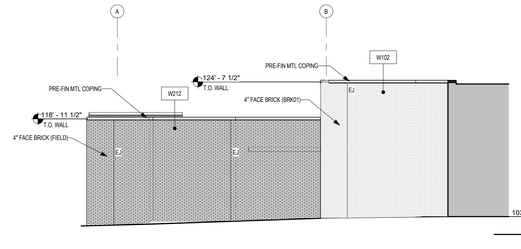
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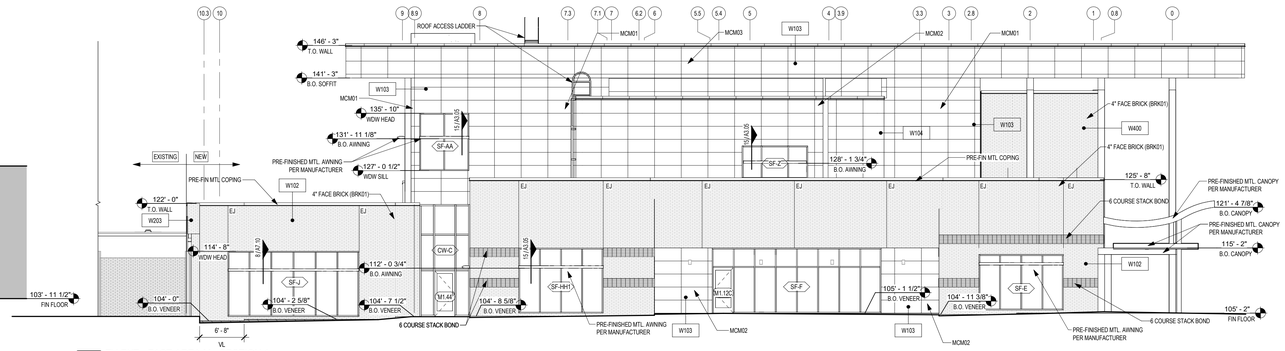
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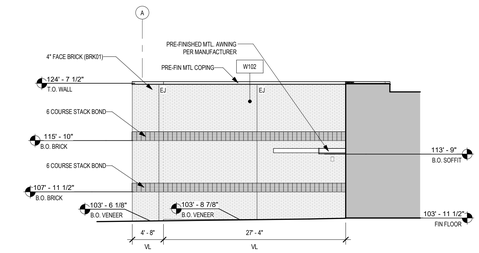
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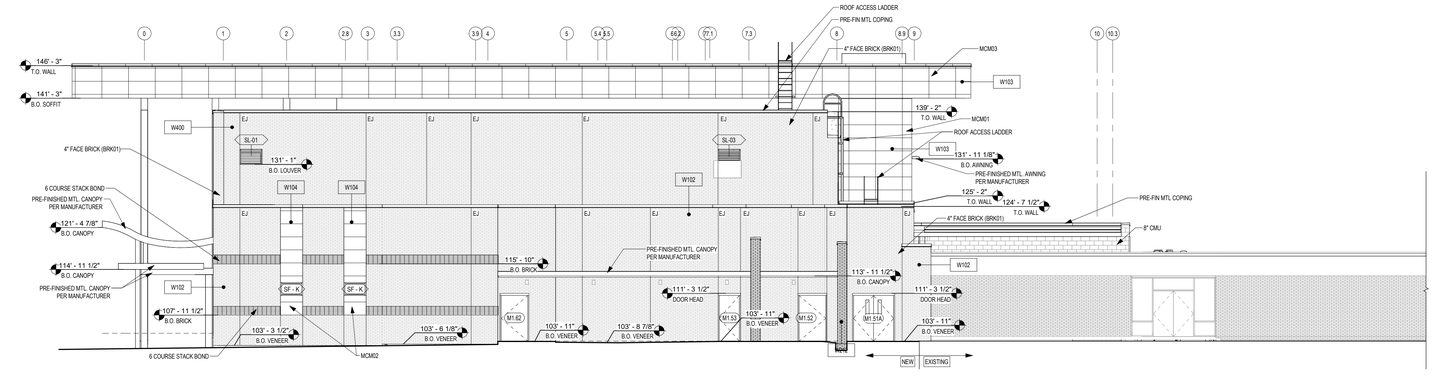
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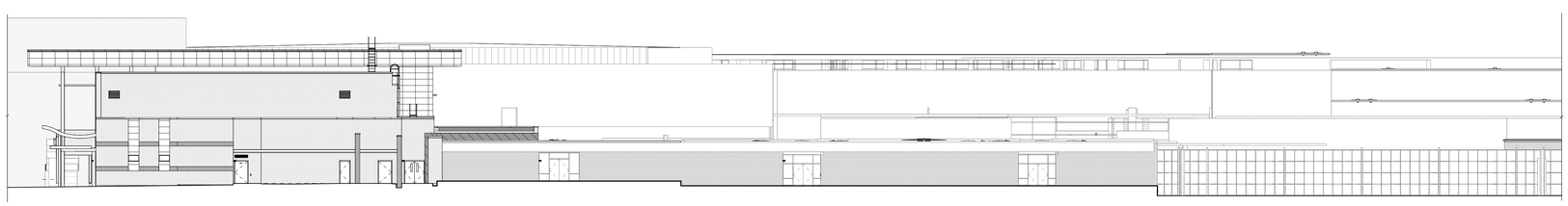
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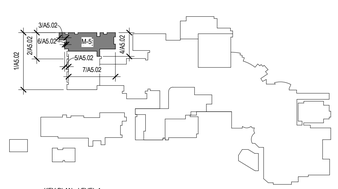
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1/8" = 1'-0"



2 EV-EXT - WEST AREA M - SECTION 2
1/8" = 1'-0"



1 OVERALL WEST ELEVATION
1/16" = 1'-0"



KEY PLAN - LEVEL 1
N.T.S

Date
Revision /

Project:
DUNCANVILLE HIGH SCHOOL CTE ADDTION AND RENOVATIONS FOR DUNCANVILLE ISD DUNCANVILLE, TEXAS

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TX 23780

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EXTERIOR ELEVATIONS

PACKAGE 2

Job No.	Sheet No.
1963-02-01	A5.02
Drawn By: Author	
Date: 1.27.25	

10/7/2025 9:01:02 AM
Autodesk Docs://DUNCANVILLE ISD - DUNCANVILLE HS RENO AND CTE ADDITION/25-02-01_Duncanville ISD DHS CTE Reno+Add_ARCH_V23.rvt

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2 HR. FIRE BARRIER	
2 HR. FIRE WALL	
2 HR. FIRE WALL EXIST.	
3 HR. FIRE WALL	
3 HR. FIRE WALL EXIST.	

WALLS SHALL MEET ALL CODE REQUIREMENTS FOR RATED CONSTRUCTION. WINDOW ASSEMBLIES SHALL COMPLY WITH IBC AND BE U.L. LABELED. DOORS SHALL HAVE CLOSERS, BE U.L. LABELED, AND RATED AS SCHEDULED.

FIRE RATED CONSTRUCTION LEGEND

EGRESS (SPRINKLERED)

1. 3'-0" DOOR (32" CLR) AT 0.15" / OCCUPANT = 213 OCCUPANTS
2. 4'-0" DOOR (44" CLR) AT 0.15"/OCCUPANT = 293 OCCUPANTS
3. PAIR OF 3'-0" DOOR (68" CLR) AT 0.15" / OCCUPANT = 453 OCCUPANTS
4. PAIR OF 4'-0" DOOR (68" CLR) AT 0.15" / OCCUPANT = 586 OCCUPANTS
5. STAIRS (54" CLEAR WIDTH) AT 0.2"/OCCUPANT = 270 OCCUPANTS
6. FIRE ACCORDION DOOR (184" CLEAR WIDTH) AT 0.15"/OCCUPANT = 1,226 OCCUPANTS
7. FIRE ACCORDION DOOR (141" CLEAR WIDTH) AT 0.15"/OCCUPANT = 940 OCCUPANTS
8. STAIRS (50" CLEAR WIDTH) AT 0.2"/OCCUPANT = 250 OCCUPANTS
9. FIRE ACCORDION DOOR (72" CLEAR WIDTH) AT 0.15"/OCCUPANT = 480 OCCUPANTS

EGRESS FACTORS LEGEND

(TOTAL NO. OF OCCUPANTS - CTE ADDITION + 665)

CLASSIFICATION	OCCUPANTS MALE / FEMALE	WATER CLOSETS MALE / FEMALE	LAVATORIES	DRINKING FOUNTAIN	SERVICE SINKS
A-2 ASSEMBLY (U) UNCONCENTRATED	41 / 41	1 PER 75 / 1 PER 75 0.54 / 0.54	1 PER 200 0.4	1 PER 500 0.2	1 PER FLOOR 1
B BUSINESS	5 / 5	1 PER 25 / 1 PER 25** .2 / .2	1 PER 40*** .23	1 PER 100 0.1	
E EDUCATION	287 / 287	1 PER 50 / 1 PER 50 5.73 / 5.73	1 PER 50 11.46	1 PER 100 5.73	
S STORAGE	11 / 11	1 PER 100 / 1 PER 100 0.11 / 0.11	1 PER 100 0.22	1 PER 1000 0.02	
TOTAL	REQUIRED PROVIDED	7 / 7 16 / 16	13 14	7 8	1 3

* FOR THE FIRST 1,500 & 1 PER 120 FOR REMAINDER EXCEEDING 1,500
** FOR THE FIRST 50 & 1 PER 50 FOR THE REMAINDER EXCEEDING 50
*** FOR THE FIRST 80 & 1 PER 80 FOR THE REMAINDER EXCEEDING 80

PLUMBING FIXTURE REQUIREMENTS

NEW CONSTRUCTION: PHASE 2 - CTE ADDITION - LEVEL 2, FULLY-SPRINKLERED

PRIMARY OCCUPANCY: GROUP E **TYPE:** II-B
ALLOWABLE HEIGHT: 75 FEET (SPRINKLERED)
TOTAL HEIGHT PROVIDED: 37' - 8"
ALLOWABLE NUMBER OF STORIES: 3
ALLOWABLE AREA FACTOR:
(SM) MULTI-STORY, SPRINKLERED: 43,500 SQ. FT.
TABULAR AREA (At) IN ACCORDANCE WITH TABLE 506.2

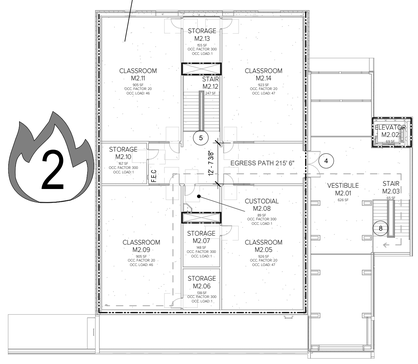
TOTAL AREA ALLOWED: 100,920 SQ. FT. (50,460 SQ. FT. PER STORY)
SINGLE-OCCUPANCY, MULTISTORY
Aa = [At + (NS x If)] x Sa **(IBC 2015, EQ. 5-2)**
At = 58,000sf If = 48% Sa = 2
Aa = [43,500 + (14,500 x 48%)] x 2

TOTAL AREA PROVIDED: 36,198 SQ. FT.
FIRST FLOOR: 29,198 SQ. FT.
SECOND FLOOR: 7,000 SQ. FT.

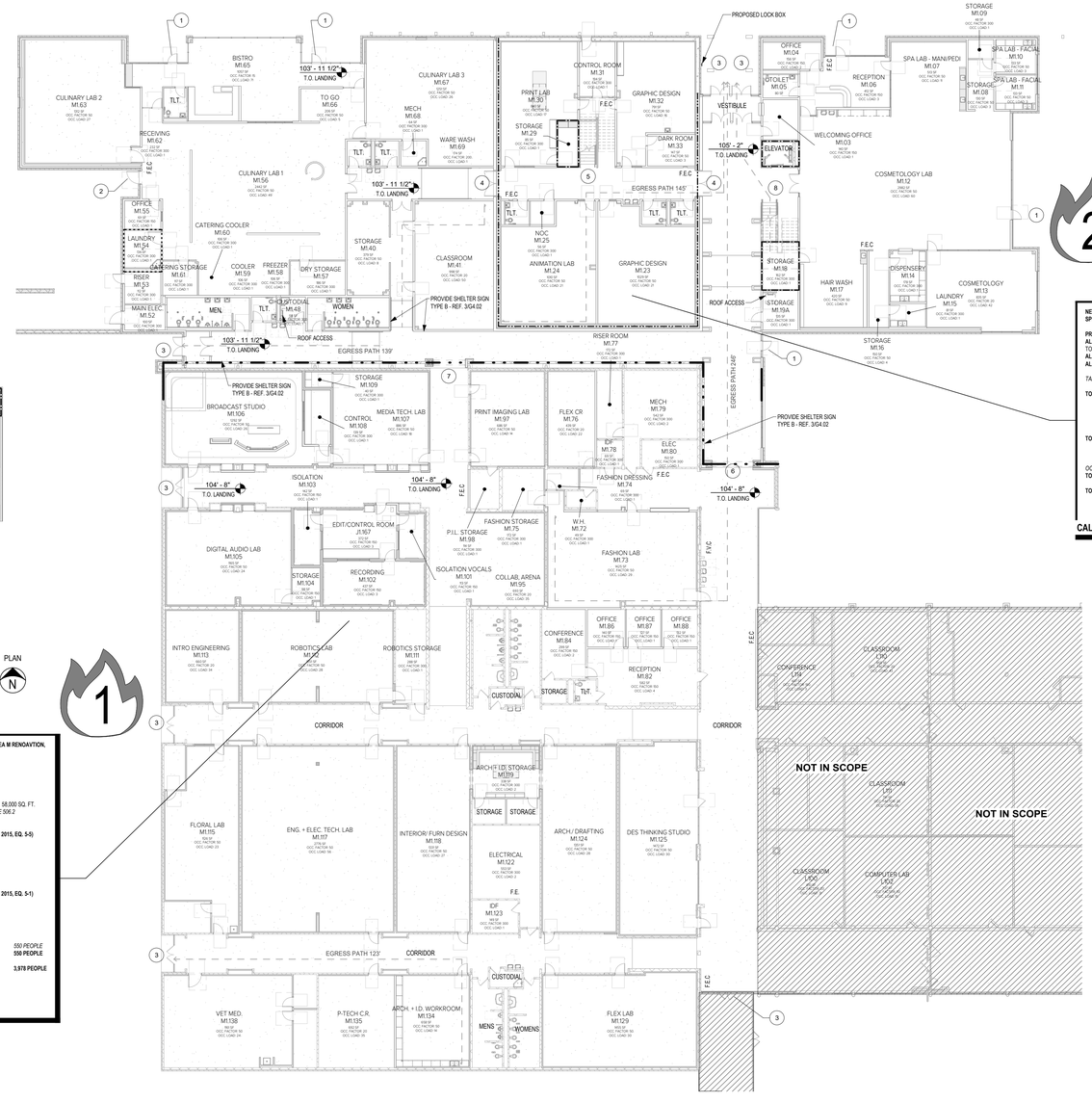
OCCUPANT LOAD WITHIN FIRE BUILDING (FB): 191 PEOPLE
TOTAL OCCUPANT LOAD: **191 PEOPLE**

TOTAL EGRESS CAPACITY PROVIDED: **520 PEOPLE**

CALCULATIONS PER IBC 2015



2 CODE ANALYSIS PLAN - CTE ADD - LEVEL 2
1/16" = 1'-0"



1 CODE ANALYSIS PLAN - CTE ADD - LEVEL 1
1/16" = 1'-0"

EXISTING & NEW CONSTRUCTION: PHASE 2 - AREA M RENOAVTION, FULLY-SPRINKLERED

PRIMARY OCCUPANCY: GROUP E **TYPE:** II-B
ALLOWABLE HEIGHT: 75 FEET (SPRINKLERED)
TOTAL HEIGHT PROVIDED: 14' - 0"
ALLOWABLE NUMBER OF STORIES: 3
ALLOWABLE AREA FACTOR:
(S1) SINGLE-STORY, SPRINKLERED: 58,000 SQ. FT.
TABULAR AREA (At) IN ACCORDANCE WITH TABLE 506.2

TOTAL FRONTAGE INCREASE ALLOWED:
If = 100 x (F/P - 0.25) x W/30 **(IBC 2015, EQ. 5-5)**
F = 776' P = 940' W = 30'
100 x (776/940 - 0.25) x 30/30
100 x (0.576) x 1
If = 58%, (0.58)

TOTAL AREA ALLOWED: 66,410 SQ. FT.
SINGLE-OCCUPANCY, ONE-STORY
Aa = At + (NS x If) **(IBC 2015, EQ. 5-1)**
At = 58,000sf If = 58%
Aa = 58,000 + (14,500 x 58%)

TOTAL AREA PROVIDED:
FIRST FLOOR: 40,340 SQ. FT.

OCCUPANT LOAD WITHIN FIRE BUILDING (FB): 550 PEOPLE
TOTAL OCCUPANT LOAD: **550 PEOPLE**

TOTAL EGRESS CAPACITY PROVIDED: **3,978 PEOPLE**

CALCULATIONS PER IBC 2015

NEW CONSTRUCTION: PHASE 2 - CTE ADDITION - LEVEL 1, FULLY-SPRINKLERED

PRIMARY OCCUPANCY: GROUP E **TYPE:** II-B
ALLOWABLE HEIGHT: 75 FEET (SPRINKLERED)
TOTAL HEIGHT PROVIDED: 37' - 8"
ALLOWABLE NUMBER OF STORIES: 3
ALLOWABLE AREA FACTOR:
(SM) MULTI-STORY, SPRINKLERED: 43,500 SQ. FT.
TABULAR AREA (At) IN ACCORDANCE WITH TABLE 506.2

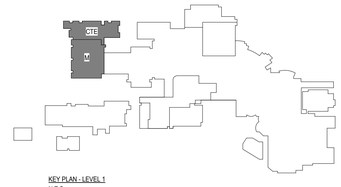
TOTAL AREA ALLOWED: 100,920 SQ. FT. (50,460 SQ. FT. PER STORY)
SINGLE-OCCUPANCY, MULTISTORY
Aa = [At + (NS x If)] x Sa **(IBC 2015, EQ. 5-2)**
At = 43,500sf If = 48% Sa = 2
Aa = [43,500 + (14,500 x 48%)] x 2

TOTAL AREA PROVIDED: 36,198 SQ. FT.
FIRST FLOOR: 29,198 SQ. FT.
SECOND FLOOR 7,000 SQ. FT.

OCCUPANT LOAD WITHIN FIRE BUILDING (FB): 480 PEOPLE
TOTAL OCCUPANT LOAD: **480 PEOPLE**

TOTAL EGRESS CAPACITY PROVIDED: **4,883 PEOPLE**

CALCULATIONS PER IBC 2015



KEY PLAN - LEVEL 1
N.T.S

Date
Revision /

DUNCANVILLE HIGH SCHOOL CTE ADDTION AND RENOVATIONS FOR DUNCANVILLE ISD DUNCANVILLE, TEXAS

Project:

REGISTERED ARCHITECT LA MACRO 25006 STATE OF TEXAS
1/27/2025

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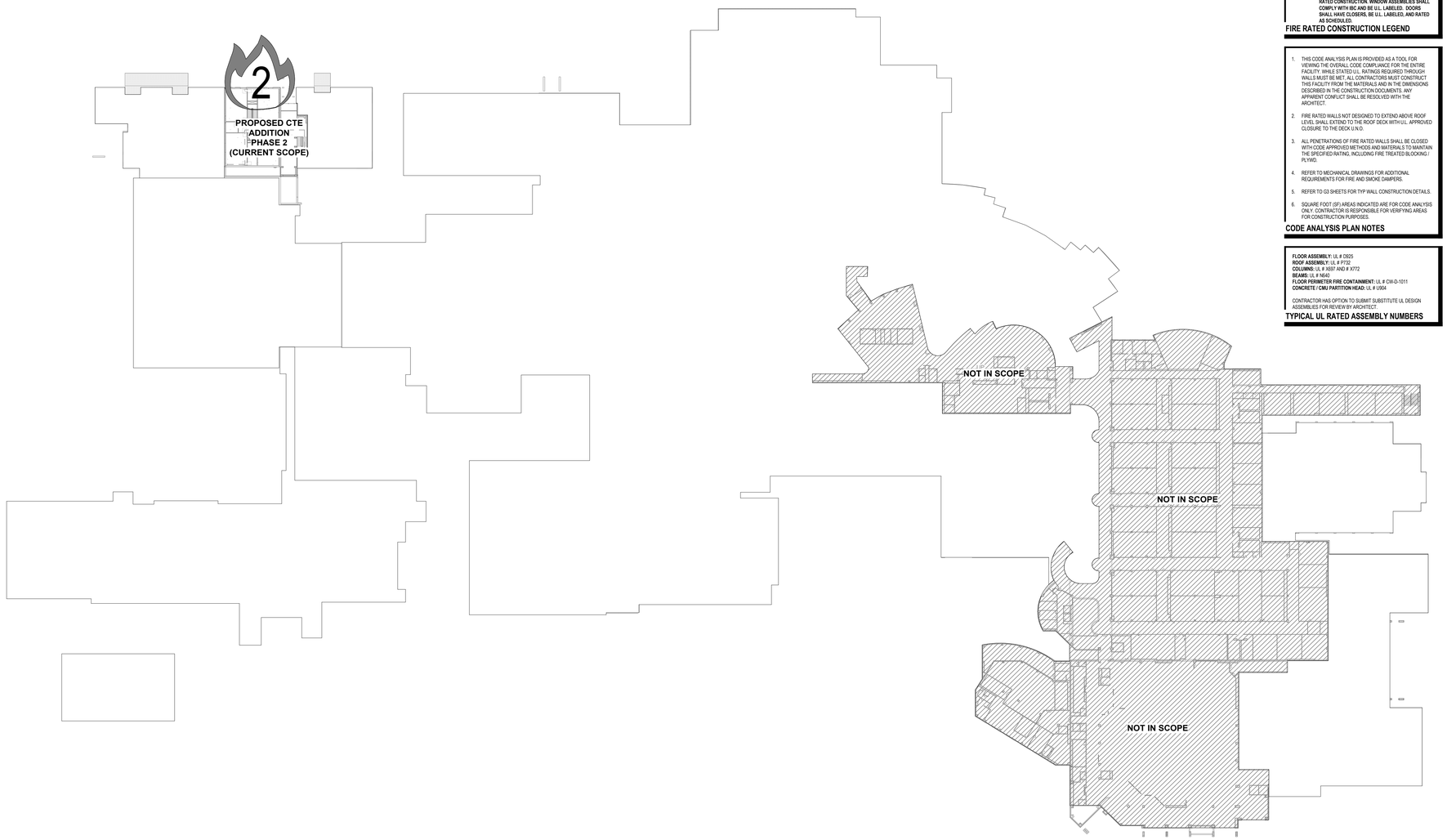
CODE ANALYSIS PLAN - CTE ADDITION

PACKAGE 2

Job No.	Sheet No.
1963-02-01	G2.03
Drawn By: Author	
Date: 1.27.25	

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1 CODE ANALYSIS PLAN - LEVEL 2 - PKG 2
1" = 50'-0"

COUNTY: DALLAS
CLIMATE ZONE: 3A

THE I.E.C.C. ESTABLISHES THE REQUIREMENTS FOR INSULATING THE BUILDING. THE MINIMUM REQUIREMENTS THAT ARE ACCEPTABLE (FOR STANDARD OCCUPIED BUILDINGS) ARE: ROOF= R-25ci, MASS WALLS= R-7.6ci, MTL FRAMED= R-13 + 7.5ci, METAL BUILDINGS= R-13 + R-6.5ci, & CRAWL SPACES= NR

ENERGY CODE R VALUES

THE EMERGENCY ACCESS LOCK BOX(ES) SHALL BE AS SPECIFIED. REFER TO SPECIFICATIONS SECTION 10 4400. BOTTOM ELEVATION OF BOX SHALL BE 6'-0" ABOVE GROUND LEVEL (VERIFY WITH FIRE MARSHAL)

FIREMAN'S EMERGENCY LOCK BOX(ES)

2 HR. FIRE BARRIER
2 HR. FIRE WALL
2 HR. FIRE WALL EXIST.
3 HR. FIRE WALL
3 HR. FIRE WALL EXIST.

WALLS SHALL MEET ALL CODE REQUIREMENTS FOR RATED CONSTRUCTION. WINDOW ASSEMBLIES SHALL COMPLY WITH IBC AND BE U.L. LABELED. DOORS SHALL HAVE CLOSERS, BE U.L. LABELED, AND RATED AS SCHEDULED.

FIRE RATED CONSTRUCTION LEGEND

1. THIS CODE ANALYSIS PLAN IS PROVIDED AS A TOOL FOR VIEWING THE OVERALL CODE COMPLIANCE FOR THE ENTIRE FACILITY. WHILE STATED U.L. RATINGS REQUIRED THROUGH WALLS MUST BE MET, ALL CONTRACTORS MUST CONSTRUCT THIS FACILITY FROM THE MATERIALS AND IN THE DIMENSIONS DESCRIBED IN THE CONSTRUCTION DOCUMENTS. ANY APPARENT CONFLICT SHALL BE RESOLVED WITH THE ARCHITECT.
2. FIRE RATED WALLS NOT DESIGNED TO EXTEND ABOVE ROOF LEVEL SHALL EXTEND TO THE ROOF DECK WITH U.L. APPROVED CLOSURE TO THE DECK U.N.O.
3. ALL PENETRATIONS OF FIRE RATED WALLS SHALL BE CLOSED WITH CODE APPROVED METHODS AND MATERIALS TO MAINTAIN THE SPECIFIED RATING, INCLUDING FIRE TREATED BLOCKING / PLYWD.
4. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL REQUIREMENTS FOR FIRE AND SMOKE DAMPERS.
5. REFER TO G3 SHEETS FOR TYP WALL CONSTRUCTION DETAILS.
6. SQUARE FOOT (SF) AREAS INDICATED ARE FOR CODE ANALYSIS ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING AREAS FOR CONSTRUCTION PURPOSES.

CODE ANALYSIS PLAN NOTES

FLOOR ASSEMBLY: UL # D925
ROOF ASSEMBLY: UL # P732
COLUMNS: UL # X697 AND # X772
BEAMS: UL # N640
FLOOR PERIMETER FIRE CONTAINMENT: UL # CW-D-1011
CONCRETE / CMU PARTITION HEAD: UL # U904

CONTRACTOR HAS OPTION TO SUBMIT SUBSTITUTE UL DESIGN ASSEMBLIES FOR REVIEW BY ARCHITECT.

TYPICAL UL RATED ASSEMBLY NUMBERS

INFORMATION PROVIDED FOR CODE COMPLIANCE EVALUATION; NOT TO BE USED FOR BIDDING PURPOSES.

1) PROJECT IDENTIFICATION
A. OWNER: DUNCANVILLE I.S.D.
B. PROJECT NAME: DUNCANVILLE HIGH SCHOOL CTE RENOVATION
C. PHYSICAL ADDRESS: 900 W CAMP WISDOM RD, DUNCANVILLE, TEXAS 75116

2) STUDENT CAPACITY
A. EXISTING STUDENT ENROLLMENT: 4,510
B. EXISTING STUDENT CAPACITY: 5,345
C. NEW ADDED STUDENT CAPACITY: 873
D. TOTAL STUDENT CAPACITY: 6,218
E. GRADES SERVED: 9-12

3) FACULTY & STAFF: 5,000 (ESTIMATED)

4) APPLICABLE CODES
A. INTERNATIONAL BUILDING CODE (IBC) 2015
B. INTERNATIONAL PLUMBING CODE 2015
C. INTERNATIONAL MECHANICAL CODE 2015
D. NATIONAL ELECTRICAL CODE (NEC) 2023
E. INTERNATIONAL FIRE CODE 2015
F. ELIMINATION OF ARCHITECTURAL BARRIERS ACT, TEXAS DEPT. OF LICENSING AND REGULATION (TAS) 2012
G. INTERNATIONAL ENERGY CONSERVATION CODE 2015
H. INTERNATIONAL EXISTING BUILDING CODE 2015
I. LOCAL AMENDMENTS

5) OCCUPANCY CLASSIFICATION
A. OCCUPANCY: GROUP E
B. SEPARATED USES: NONE
C. INCIDENTAL USE AREAS: RATED PER TABLE 509
D. ACCESSORY OCCUPANCIES

6) TYPE OF CONSTRUCTION / FIRE-RESISTIVE REQUIREMENTS
A. CONSTRUCTION TYPE: II-B

TABLE 601

BUILDING ELEMENT	TYPE II B
PRIMARY STRUCTURAL FRAME	0
BEARING WALLS EXTERIOR	0
BEARING WALLS INTERIOR	0
NON-BEARING WALLS & PARTITIONS (EXTERIOR)	0
NON-BEARING WALLS & PARTITIONS (INTERIOR)	0
FLOOR CONSTRUCTION	0
ROOF CONSTRUCTION & SECONDARY MEMBERS	0

7) FIRE-PROTECTION SYSTEMS
A. AUTOMATIC SPRINKLER SYSTEM: YES
B. PORTABLE FIRE EXTINGUISHERS SHALL BE PROVIDED PER INTERNATIONAL FIRE CODE
C. FIRE ALARM PROVIDED: YES
D. EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM PROVIDED: YES

8) EXIT REQUIREMENTS
A. TRAVEL DISTANCES
1. ALLOWED, SPRINKLERED BUILDING:
TO EXIT FROM WITHIN A SPACE FOR OCCUPANCY LOAD GREATER THAN 50 = 250 FT.
TO EXIT FROM WITHIN BUILDING = 250 FT.
COMMON PATH OF EGRESS TRAVEL = 75 FT.
2. ACTUAL - REFER TO PLAN FOR PATHS & DISTANCE

B. OCCUPANT LOAD CALCULATION:
PHASE 2 - AREA M RENOVATION:
FIRST FLOOR 549

PHASE 2 - CTE ADDITION:
FIRST FLOOR 488
SECOND FLOOR 191

PHASE 2 TOTAL OCCUPANCY: **1,228**

PHASE 3 - AREA J RENOVATION:

PHASE 3 TOTAL OCCUPANCY: **2,497**

ENTIRE BUILDING:
ADDED CAPACITY: 873
EXISTING BUILDING: 5,345
TOTAL BUILDING OCCUPANCY: **6,218**

9) TOTAL BUILDING AREA:
PHASE 2 - AREA M RENOVATION:
FIRST FLOOR: 40,340 S.F.

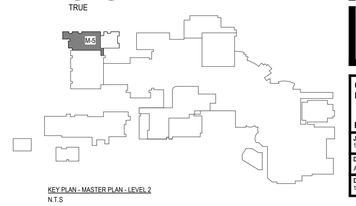
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FIRST FLOOR: 29,198 S.F.
SECOND FLOOR: 7,000 S.F.

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FIRST FLOOR: 61,838 S.F.

ENTIRE BUILDING:
NEW CONSTRUCTION: 36,198 S.F.
RENOVATION AREA: 102,178 S.F.
EXISTING BUILDING AREA: 926,400 S.F.
TOTAL BUILDING AREA: **962,600 S.F.**

BUILDING DESIGN CRITERIA

PLAN
N
TRUE



KEY PLAN - MASTER PLAN - LEVEL 2
N.T.S

Revision / Date

Project:
DUNCANVILLE HIGH SCHOOL CTE ADDTION AND RENOVATIONS FOR DUNCANVILLE ISD DUNCANVILLE, TEXAS

REGISTERED ARCHITECT
ICAMACHO
25061
STATE OF TEXAS
1/27/2025

Huckabee
www.huckabee-inc.com
800.687.1229

CODE ANALYSIS PLAN - LEVEL 2

PACKAGE 2

Job No.	Sheet No.
1963-03-01	G2.02
Drawn By: Author	
Date: 1.27.25	

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*COUNT BELOW INDICATES PROVIDED FIXTURE COUNTS BY AREA

AREA	OCCUPANTS MALE / FEMALE	WATER CLOSETS MALE / FEMALE	LAVATORIES	DRINKING FOUNTAIN
DHS CAMPUS (COMBINED AREAS PRIOR TO WORK)	2,673 / 2,673	118 / 115	170	54
PHASE 2 - AREA M	617 / 617	20 / 22	27	15
PHASE 3 - AREA J	1,204 / 1,204	11 / 12	15	4
DHS CAMPUS (COMPLETED COMBINED AREAS)	3,112 / 3,112			
TOTAL REQUIRED		87 / 90	144	39
TOTAL PROVIDED		125 / 134	174	64

NOTE: EXISTING DHS CAMPUS COUNTS BASED ON EXISTING CODE DOCUMENTS FOR COMBINED AREAS DESIGNED TO SERVICE AREAS OF THE CAMPUS OCCUPIED DURING SCHOOL HOURS. IT DID NOT INCLUDE "STAND ALONE" AREAS THAT WOULD BE VACATED DURING SCHOOL HOURS. EXISTING #'S ARE PRIOR TO PHASE 2 & 3 WORK.

PLUMBING FIXTURE REQUIREMENTS

COUNTY: DALLAS
CLIMATE ZONE: 3A

THE I.E.C.C. ESTABLISHES THE REQUIREMENTS FOR INSULATING THE BUILDING. THE MINIMUM REQUIREMENTS THAT ARE ACCEPTABLE (FOR STANDARD OCCUPIED BUILDINGS) ARE: ROOF= R-25c, MASS WALLS= R-7.6ci, MTL FRAMED= R-13 + 7.5ci, METAL BUILDINGS= R-13 + R-6.5ci, & CRAWL SPACES= NR

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ROOF ASSEMBLY: UL # P732
COLUMNS: UL # X697 AND # X772
BEAMS: UL # N640
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BEARING WALLS INTERIOR	0
NONBEARING WALLS & PARTITIONS (EXTERIOR)	0
NONBEARING WALLS & PARTITIONS (INTERIOR)	0
FLOOR CONSTRUCTION	0
ROOF CONSTRUCTION & SECONDARY MEMBERS	0

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D. EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM PROVIDED: YES

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2. ACTUAL - REFER TO PLAN FOR PATHS & DISTANCE

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FIRST FLOOR 549

PHASE 2 - CTE ADDITION:
FIRST FLOOR 488
SECOND FLOOR 191

PHASE 2 TOTAL OCCUPANCY: **1,228**

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PHASE 3 TOTAL OCCUPANCY: **2,497**

ENTIRE BUILDING:
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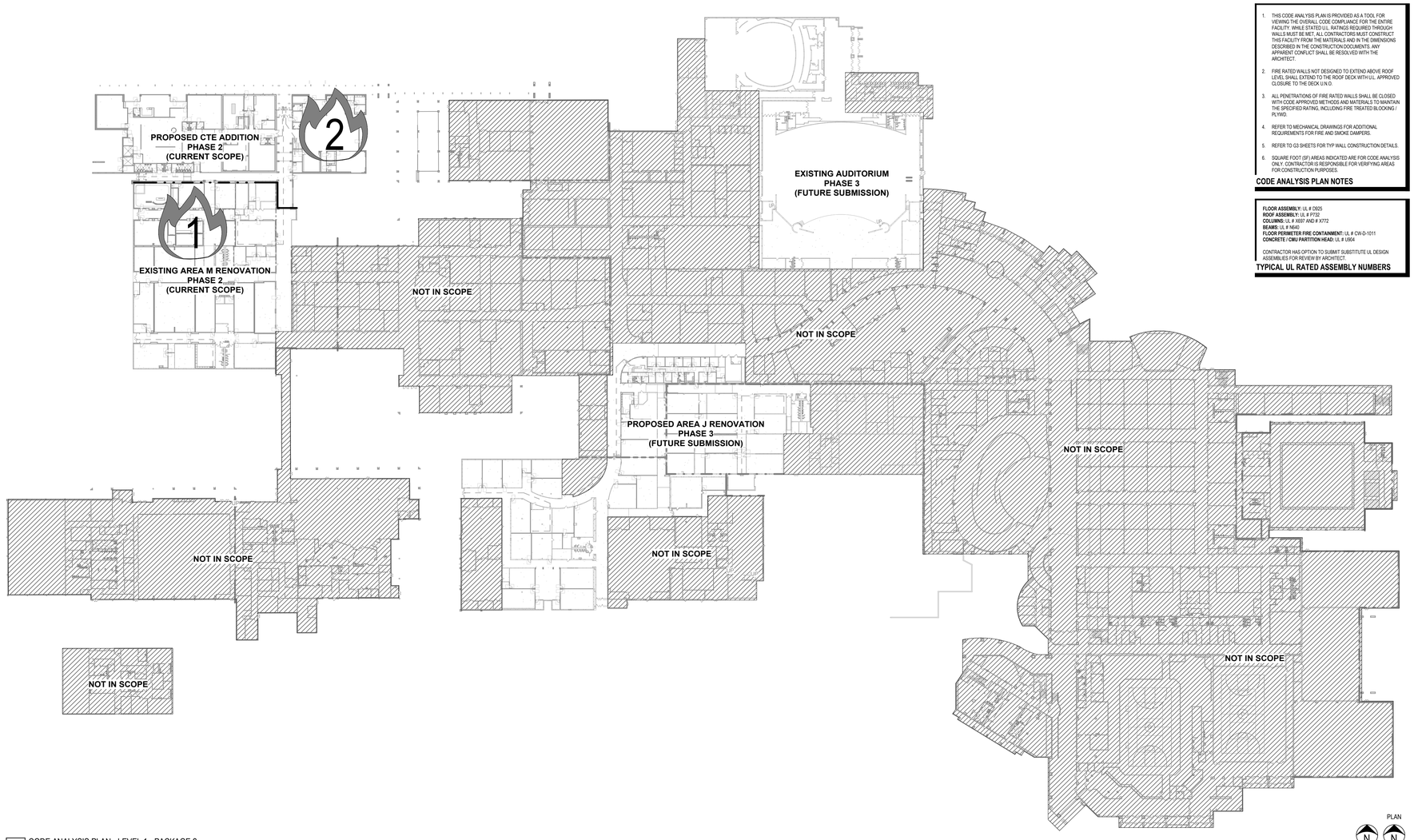
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PHASE 2 - AREA M RENOVATION:
FIRST FLOOR: 40,340 S.F.

PHASE 2 - CTE ADDITION:
FIRST FLOOR: 29,198 S.F.
SECOND FLOOR: 7,000 S.F.

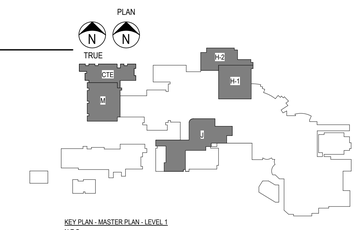
PHASE 3 - AREA J RENOVATION:
FIRST FLOOR: 61,838 S.F.

ENTIRE BUILDING:
NEW CONSTRUCTION: 36,198 S.F.
RENOVATION AREA: 102,178 S.F.
EXISTING BUILDING AREA: 826,400 S.F.
TOTAL BUILDING AREA: **962,000 S.F.**

BUILDING DESIGN CRITERIA



1 CODE ANALYSIS PLAN - LEVEL 1 - PACKAGE 2
1" = 50'-0"



KEY PLAN - MASTER PLAN - LEVEL 1
N.T.S

Date
Revision /

DUNCANVILLE HIGH SCHOOL CTE ADDTION AND RENOVATIONS FOR DUNCANVILLE ISD DUNCANVILLE, TEXAS

Project:

REGISTERED ARCHITECT TECA MA CHO 25061 STATE OF TEXAS
1/27/2025

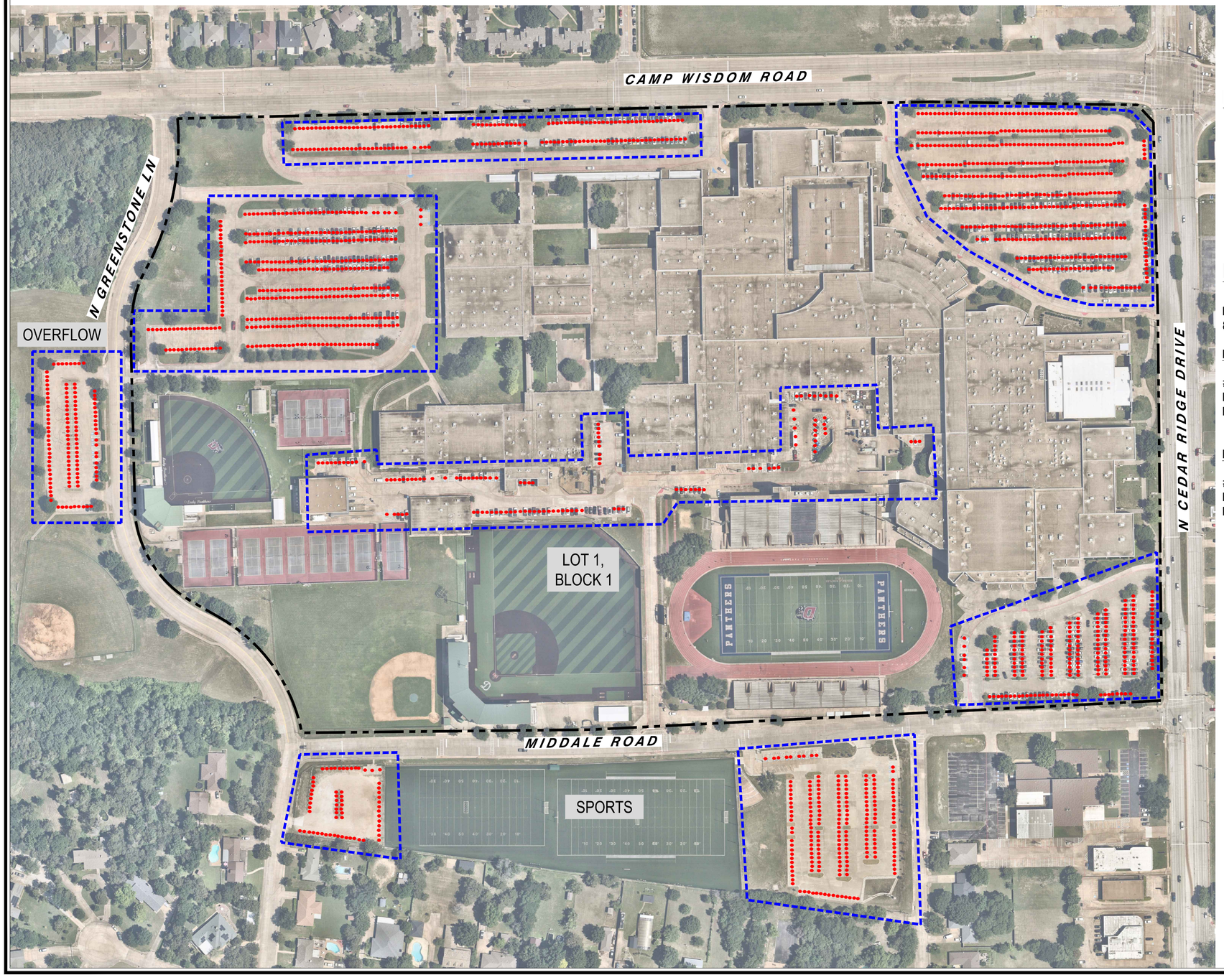
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CODE ANALYSIS PLAN - LEVEL 1

PACKAGE 2

Job No.	Sheet No.
1953-02-01	G2.01
Drawn By: Author	
Date: 1.27.25	

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Autodesk Docs://DUNCANVILLE ISD - DUNCANVILLE HS RENO AND CTE ADD/HVHS-00-R1_DuncanvilleISD DHS CTE RenovAdd_ARCH_V23.rvt



0 100 200 300
GRAPHIC SCALE: 1" = 100'-0" (22"x34")
1" = 200'-0" (11"x17")

N
W E
S

LEGEND

PARKING SPACE

PARKING LOT BOUNDARY

PARKING SUMMARY

REQ'D PARKING RATIO:
8 SPACES PER CLASSROOM

PRE PROJECT:

OF CLASSROOMS = 155
REQUIRED PARKING = 1240 SPACES
PROVIDED PARKING = 1765 SPACES

POST PROJECT :

OF CLASSROOMS = 162
REQUIRED PARKING = 1296 SPACES
PROVIDED PARKING = 1759 SPACES

NOT FOR CONSTRUCTION
THIS DOCUMENT IS INTENDED FOR REVIEW ONLY, AND IS NOT INTENDED FOR BIDDING, PERMIT, OR CONSTRUCTION PURPOSES.
BHB, INC.
TX. REGISTERED FIRM F-00044
ENGINEER:
EDWARD A. CHADWICK, P.E.
TEXAS LICENSES NO: 109771
DATE: 02/17/2025

SPECIFIC USE PERMIT (SUP)
Duncanville High School
CTE Building Addition

OWNER: Duncanville ISD

############ - CITY COUNCIL EXHIBIT

LOT 1, BLOCK 1, DUNCANVILLE HIGH SCHOOL ADDITION
Duncanville, TX, Dallas County
DATE OF PREPARATION: 2/17/2025

PREPARED BY:

BAIRD, HAMPTON & BROWN
engineering and surveying

949 Hilltop Drive, Weatherford, TX 76086
mail@bhbinc.com • 817.596.7575 • bhbinc.com
TBPELS Firm #44, #10194146

2.17.2025 12:01PM F:\job\2024\8505\035 Duncanville CTE\01 Design & Drafting\02 Civil\08b Specific Use Permit (SUP) - COUNCIL EXHIBITS\2024.8505.035_SUP-PARKING STUDY-NO PORTABLES.dwg C2.00 PARKING STUDY

ATTACHMENT 6

City of Duncanville
Planning Division
203 E. Wheatland Rd., Duncanville, TX 75116 P.
O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-4997, 972-707-3878
(e) planningandzoning@duncanvilletx.gov

March 13, 2025

Zoning File: **2025-01**

Dear Property Owner:

Edward Chadwick, the applicant, representing Duncanville Independent School District, property owner, is requesting approval for **a Specific Use Permit (SUP)** at Duncanville High School (legal description: Duncanville High School, Blk 1, Lot 1, ACS 61.795) located at **900 West Camp Wisdom Road**, City of Duncanville, Dallas County, Texas.

The subject property is located in the SF-10 Single Family Residential District. This request aims to expand the Duncanville High School campus by adding a Career Technology Education building. According to Section 3.03 of the Comprehensive Zoning Ordinance, a "Primary or Secondary School (Public)" requires a Specific Use Permit within the SF-10 zoning district.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for the granting of a Specific Use Permit for this particular public hearing. Please refer to the enclosed map that indicates which property is being considered for the granting of a Specific Use Permit.

The City Council will hold a public hearing on Tuesday, April 1, 2025, at 7:00 p.m. The meeting will occur in the City of Duncanville Council Chambers, located inside Duncanville City Hall, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the City Council either for or against the proposed zoning request. If you oppose the zoning request, however, the attached survey must be completed and returned by **April 1, 2025**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Chiquita Taylor, or to the Director of Economic Development, Victor Barrera, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email planningandzoning@duncanvilletx.gov stating your position. You are encouraged to participate in the public hearing and offer comments.

Please reach out to me directly at (972) 780-4997 with any questions pertaining to this request.

Sincerely,

Victor Barrera

Victor Barrera,
Director of Economic Development

Enclosures

City of Duncanville
Planning Division
203 E. Wheatland Rd., Duncanville, TX 75116 P.
O. Box 380280, Duncanville, TX 75138-0280
(p) 972-780-4997, 972-707-3878
(e) planningandzoning@duncanvilletx.gov

Marzo 13, 2025

Caso de zonificación: **2025-01**

Estimado propietario:

Edward Chadwick, el solicitante, representando a Distrito Escolar Independiente de Duncanville, propietario, está solicitando la aprobación para **un Permiso de Uso Específico (SUP)** en Escuela Secundaria de Duncanville (Descripción legal: Duncanville High School, Blk 1, Lot 1, ACS 61.795) Ubicado en **900 West Camp Wisdom Road**, City of Duncanville, Dallas County, Texas.

La propiedad en cuestión está ubicada en el Distrito Residencial Unifamiliar SF-10. Esta solicitud tiene como objetivo expandir el campus de Escuela Secundaria de Duncanville agregando un edificio de Educación Profesional y Tecnología. De acuerdo con la Sección 3.03 de la Ordenanza de Zonificación Integral, una "Escuela Primaria o Secundaria (Pública)" requiere un Permiso de Uso Específico dentro del distrito de zonificación SF-10.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para la concesión de un Permiso de Uso Específico para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está considerando para el otorgamiento de un Permiso de Uso Específico.

El Consejo Municipal llevará a cabo una audiencia pública el Martes 1 de Abril de 2025 a las 7:00 p.m. La reunion se llevará a cabo en las Cámara del Consejo de la Ciudad de Duncanville, ubicada dentro del Ayuntamiento de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir que las personas interesadas tengan la oportunidad de expresar su opinión directamente al Consejo Municipal, ya sea a favor o en contra de la solicitud de zonificación propuesta. Sin embargo, si se opone a la solicitud de zonificación, la encuesta adjunta debe completarse y devolverse antes del **1 de Abril de 2025**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos a la Secretaria de la Ciudad, Chiquita Taylor, o al Director de Desarrollo Económico, Víctor Barrera, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico planningandzoning@duncanvilletx.gov indicando su posición. Se le anima a participar en la audiencia pública y a ofrecer comentarios.

Por favor, póngase en contacto conmigo directamente al (972) 780-4997 si tiene alguna pregunta relacionada con esta solicitud.

Sinceramente,

Victor Barrera

Victor Barrera,
Director de Desarrollo Económico

Recintos

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280 Duncanville,
TX 75138-0280

Case No. 2025-01 Edward Chadwick, the applicant, representing Duncanville Independent School District, property owner, is requesting approval for **a Specific Use Permit (SUP)** at Duncanville High School (legal description: Duncanville High School, Blk 1, Lot 1, ACS 61.795) located at **900 West Camp Wisdom Road**, City of Duncanville, Dallas County, Texas.

The subject property is located in the SF-10 Single Family Residential District. This request aims to expand the Duncanville High School campus by adding a Career Technology Education building. According to Section 3.03 of the Comprehensive Zoning Ordinance, a "Primary or Secondary School (Public)" requires a Specific Use Permit within the SF-10 zoning district.

NOTE: The purpose of the request is to allow for a **Specific Use Permit**.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a Specific Use Permit. **Your property is not being rezoned.**

The City Council will hold a public hearing on Tuesday, April 1, 2025, at 7:00 p.m. Both meetings will occur in the City of Duncanville Council Chambers, located inside Duncanville City Hall, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the City Council either for or against the proposed zoning request. If you oppose the zoning request, however, the attached survey must be completed and returned by **April 1, 2025**, to fulfill legal requirements for a written formal protest.

If you oppose the zoning request, however, the attached survey must be completed and returned by **April 1, 2025**, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

El siguiente formulario puede ser llenado y enviado por correo a:

Planning and Zoning Commission
City of Duncanville
P.O. Box 380280 Duncanville,
TX 75138-0280

Caso No. 2025-01 Edward Chadwick, el solicitante, representando a Distrito Escolar Independiente de Duncanville, propietario, está solicitando la aprobación para **un Permiso de Uso Específico (SUP)** en Escuela Secundaria de Duncanville (Descripción legal: Duncanville High School, Blk 1, Lot 1, ACS 61.795) Ubicado en **900 West Camp Wisdom Road**, City of Duncanville, Dallas County, Texas.

La propiedad en cuestión está ubicada en el Distrito Residencial Unifamiliar SF-10. Esta solicitud tiene como objetivo expandir el campus de Escuela Secundaria de Duncanville agregando un edificio de Educación Profesional y Tecnología. De acuerdo con la Sección 3.03 de la Ordenanza de Zonificación Integral, una "Escuela Primaria o Secundaria (Pública)" requiere un Permiso de Uso Específico dentro del distrito de zonificación SF-10.

NOTA: El propósito de la solicitud es permitir una **Permiso de Uso Especifico (SUP)**.

Se le ha enviado este aviso ya que su propiedad está dentro del área de notificación de 200 pies de la propiedad que se solicita para un**a Permiso de Uso Especifico**. **Su propiedad no está siendo rezonificada.**

El Consejo Municipal llevará a cabo una audiencia pública el Martes 1 de Abril de 2025 a las 7:00 p.m. La reunion se llevará a cabo en la Cámara del Consejo de la Ciudad de Duncanville, ubicada dentro del Ayuntamiento de Duncanville, 203 E. Wheatland Road. Las audiencias públicas se llevan a cabo para permitir que las personas interesadas tengan la oportunidad de expresar su opinión directamente al Consejo Municipal, ya sea a favor o en contra de la solicitud de zonificación propuesta. Sin embargo, si se opone a la solicitud de zonificación, la encuesta adjunta debe completarse y devolverse antes del **1 de Abril de 2025**, para cumplir con los requisitos legales para una protesta formal por escrito.

Sin embargo, si se opone a la solicitud de zonificación, la encuesta adjunta debe completarse y devolverse antes del **1 de Abril de 2025**, para cumplir con los requisitos legales para una protesta formal por escrito.

Por favor, marque uno:

_____ ***A favor*** de conceder la solicitud de *zonificación.*

_____ ***No a favor*** de otorgar la solicitud de *zonificación.*

Mis razones son las siguientes:

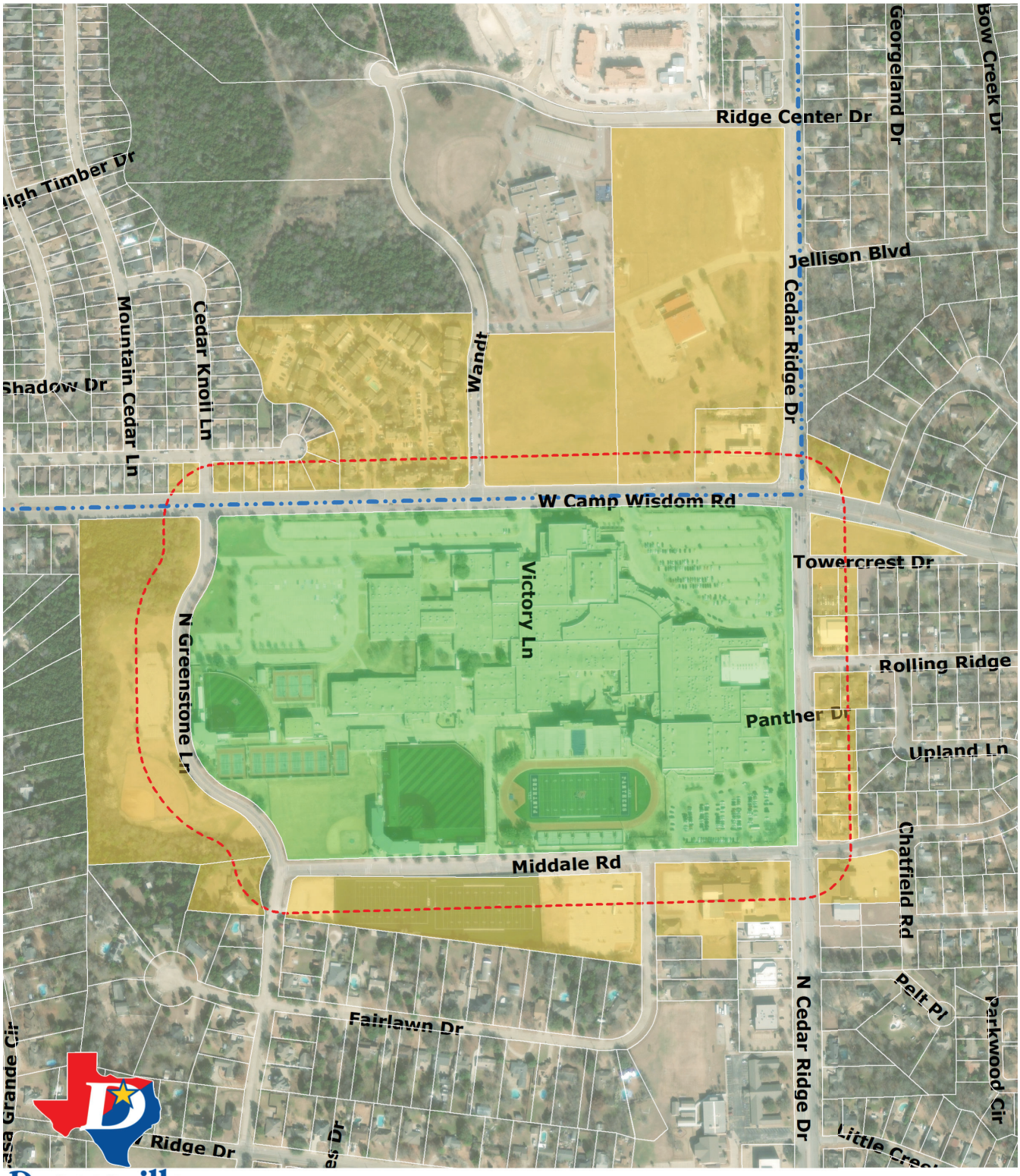
1).

2).

3).

Nombre Impreso: _____ Dirección: _____

Firma: _____ Fecha: _____


Ridge Center Dr
Georgeland Dr
Bow Creek Dr
High Timber Dr
Jellison Blvd
Mountain Cedar Ln
Cedar Knoll Ln
Shadow Dr
Wandt
Cedar Ridge Dr
W Camp Wisdom Rd
Towercrest Dr
Victory Ln
N Greenstone Ln
Rolling Ridge
Panther Dr
Upland Ln
Middale Rd
Chatfield Rd
Pelt Pl
Parkwood Cir
Fairlawn Dr
N Cedar Ridge Dr
Ridge Dr
Little Creek
Duncanville
City of Champions
900 West Camp Wisdom Rd
200ft Property Address Buffer Map
N
125 ft
375 ft
625 ft
Legend
City Limits
Parcels Within 200ft Buffer
Property Parcel Boundary
200ft Buffer

ATTACHMENT 7

6363 CEDAR GLEN LLC % DUSTIN LAPACKA
2186 JACKSON KELLER RD #3012
SAN ANTONIO, TX 782132723
6363 W CAMP WISDOM RD

77RENTALS LLC
9848 MILKWEED LN
FORT WORTH, TX 761771424
6303 ROYAL CEDAR DR

BAY K REALTY LLC
1301 NORTHWEST HWY STE 207
GARLAND, TX 750415843
7025 CEDAR RIDGE DR

CAHALAN JAMES & APPLE
6408 ROYAL CEDAR DR
DALLAS, TX 752362517
6408 ROYAL CEDAR DR

CAMP WISDOM CEDAR RIDGE
107 LUTHER LN
HEATH, TX 750328812
739, 743 W CAMP WISDOM RD

CARRANZA JOSE V JR & ROSA M
702 N CEDAR RIDGE DR
DUNCANVILLE, TX 751162556
702 N CEDAR RIDGE DR

CARRION FERNANDO & CHARITO A
6316 ROYAL CEDAR DR
DALLAS, TX 752362515
6316 ROYAL CEDAR DR

DUNCANVILLE ISD
710 S CEDAR RIDGE DR
DUNCANVILLE, TX 751372204
6363 W CAMP WISDOM RD, 815 MIDDALE RD
800 W CAMP WISDOM RD, 6915 CEDAR RIDGE DR

ESCOBAR MARIA E & ROMERO JOSE L
6320 ROYAL CEDAR DR
DALLAS, TX 752362515
6320 ROYAL CEDAR DR

FERGUSON WILLIAM W
STE 102 1003 LEGACY RANCH RD
WAXAHACHIE, TX 751651294
742 ROLLING RIDGE LN

HURD REGINALD V
6500 DIAMOND DR
MCKINNEY, TX 750707987
511 N GREENSTONE LN

KITAMURA MIKI
6308 ROYAL CEDAR DR
DALLAS, TX 752362515
6308 ROYAL CEDAR DR

NGO TUYET VY THI & NGO TUYET MAI THI
4125 SALEM ST
GRAND PRAIRIE, TX 750523160
722 N CEDAR RIDGE DR

NIXON CEDRIC D
6324 ROYAL CEDAR DR
DALLAS, TX 752362515
6324 ROYAL CEDAR DR

NUEVA VIDA NEW LIFE ASSEMBLY
135 W WINTERGREEN RD
DESOTO, TX 751152315
610 N CEDAR RIDGE DR

OAK CLIFF BIBLE FELLOWSHIP
1808 W CAMP WISDOM RD
DALLAS, TX 752323332
746, 750 TOWERCREST DR,
730 N CEDAR RIDGE DR

PEPPERS PAMELA DANYELL
718 N CEDAR RIDGE DR
DUNCANVILLE, TX 751162556
718 N CEDAR RIDGE DR

PEREZ JORGE
6312 ROYAL CEDAR DR
DALLAS, TX 752362515
6312 ROYAL CEDAR DR

PORTILLO JUAN E
421 BRANDON ST
GRAND PRAIRIE, TX 750526036
710 N CEDAR RIDGE DR

ROBINSON CECELIA
6404 ROYAL CEDAR DR
DALLAS, TX 752362517
6404 ROYAL CEDAR DR

ROMERO JUAN
124 HIDDEN LN
RED OAK, TX 751544028
738 ROLLING RIDGE LN

SCOOTERS TX RE FUND 1 LLC
6154 E LOVERS LN
DALLAS, TX 752142028
750 W CAMP WISDOM RD

SOLIS JOSE G & ANGELICA M
706 N CEDAR RIDGE DR
DUNCANVILLE, TX 751162556
706 N CEDAR RIDGE DR

TARANI SERGE
6304 ROYAL CEDAR DR
DALLAS, TX 752362515
6304 ROYAL CEDAR DR

TRAN SON SMITH
6328 ROYAL CEDAR DR
DALLAS, TX 752362515
6328 ROYAL CEDAR DR

TRINITY CHURCH OF THE NAZ
611 N CEDAR RIDGE DR
DUNCANVILLE, TX 751163149
611 N CEDAR RIDGE DR

WATSON OWEITA
714 N CEDAR RIDGE DR
DUNCANVILLE, TX 751162556
714 N CEDAR RIDGE DR

27 MAILINGS SENT OUT

ORDINANCE NO. 2538

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE DUNCANVILLE INDEPENDENT SCHOOL DISTRICT PROPERTY (DUNCANVILLE HIGH SCHOOL) TO GRANT A SPECIFIC USE PERMIT ON A APPROXIMATELY 61.795± ACRES SITE TO ALLOW FOR AN 36,198 SQUARE FOOT CAREER TECHNOLOGY CENTER ADDITION TO SAID CAMPUS AS DEPICTED IN EXHIBIT B, LOCATED ON DUNCANVILLE HIGH SCHOOL, BLOCK 1, LOT 1, MORE COMMONLY KNOWN AS 900 WEST CAMP WISDOM ROAD, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR SPECIAL CONDITIONS, IF ANY; 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. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, by amending the zoning to grant a Specific Use Permit "SUP" to allow for construction, maintenance, and use of a 36,198 square foot addition for a career technology center in connection with Duncanville High School to conduct educational and school activities on real property located on Duncanville High School, Block 1, Lot 1, of the Duncanville High School Addition, an addition to the City of Duncanville, Dallas County, Texas, more commonly known as 900 West Camp Wisdom Road, in the City of Duncanville, Dallas County, Texas, attached hereto and made a part hereof for all purposes (the "Property"), which shall expire ten (10) years from the date of execution unless extended by the City Council.

SECTION 2. That the above-described property shall be used, constructed, and maintained only in the manner and for the purposes provided for by the Comprehensive Zoning

Ordinance of the City of Duncanville and regulations under the Code of Ordinance as set forth herein, as heretofore amended, and subject to the following additional special conditions:

A. The Property and Improvements shall be developed, constructed, and used in compliance with the Site Plan as set forth in Exhibit B.

B. The Career Technology Center be constructed in substantial conformance with Elevations and Floor Plan provided in the notes made thereon which are set forth as Exhibit C.

C. That the temporary portable classrooms will be located as set forth and depicted in Exhibit D, on the North parking lot adjacent to Camp Wisdom Road, across from the internal Bus Drop-Off lane. The temporary portable classrooms shall be removed no later than twelve (12) months from the issuance of the certificate of occupancy for the new Career Technology Center. The temporary portable classroom will be returned to the parking inventory on the property, upon removal of said classrooms.

D. Landscaping of the construction area shall comply with Exhibit D.

SECTION 3. That the Exhibits A-D attached hereto, including the notes made thereon shall constitute the special conditions for the SUP granted herein.

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

SECTION 5. 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 6. 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 special use permit.

SECTION 7. 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 8. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of May 2025.

APPROVED:

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

EXHIBIT A

Real property located on Duncanville High School, Blk 1, Lot 1, in the City of Duncanville, Dallas County, Texas.

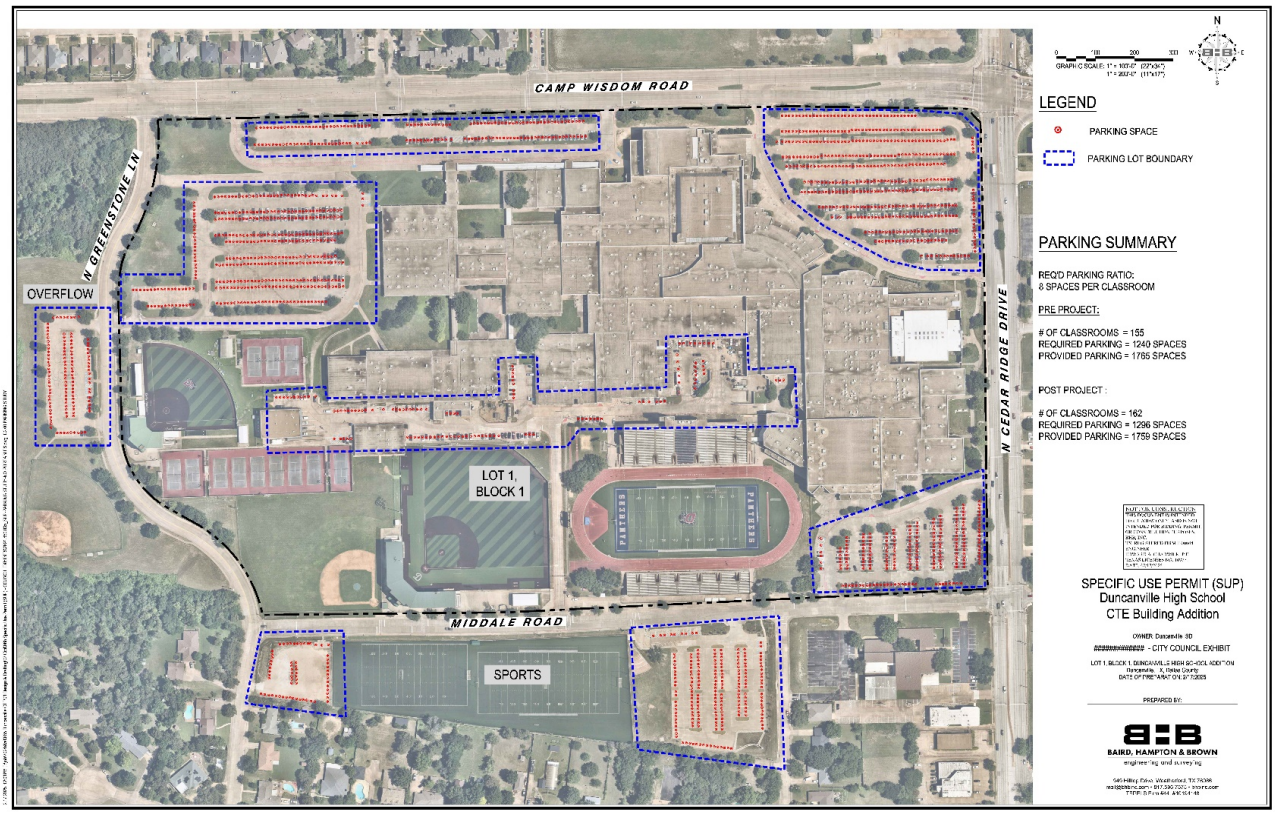
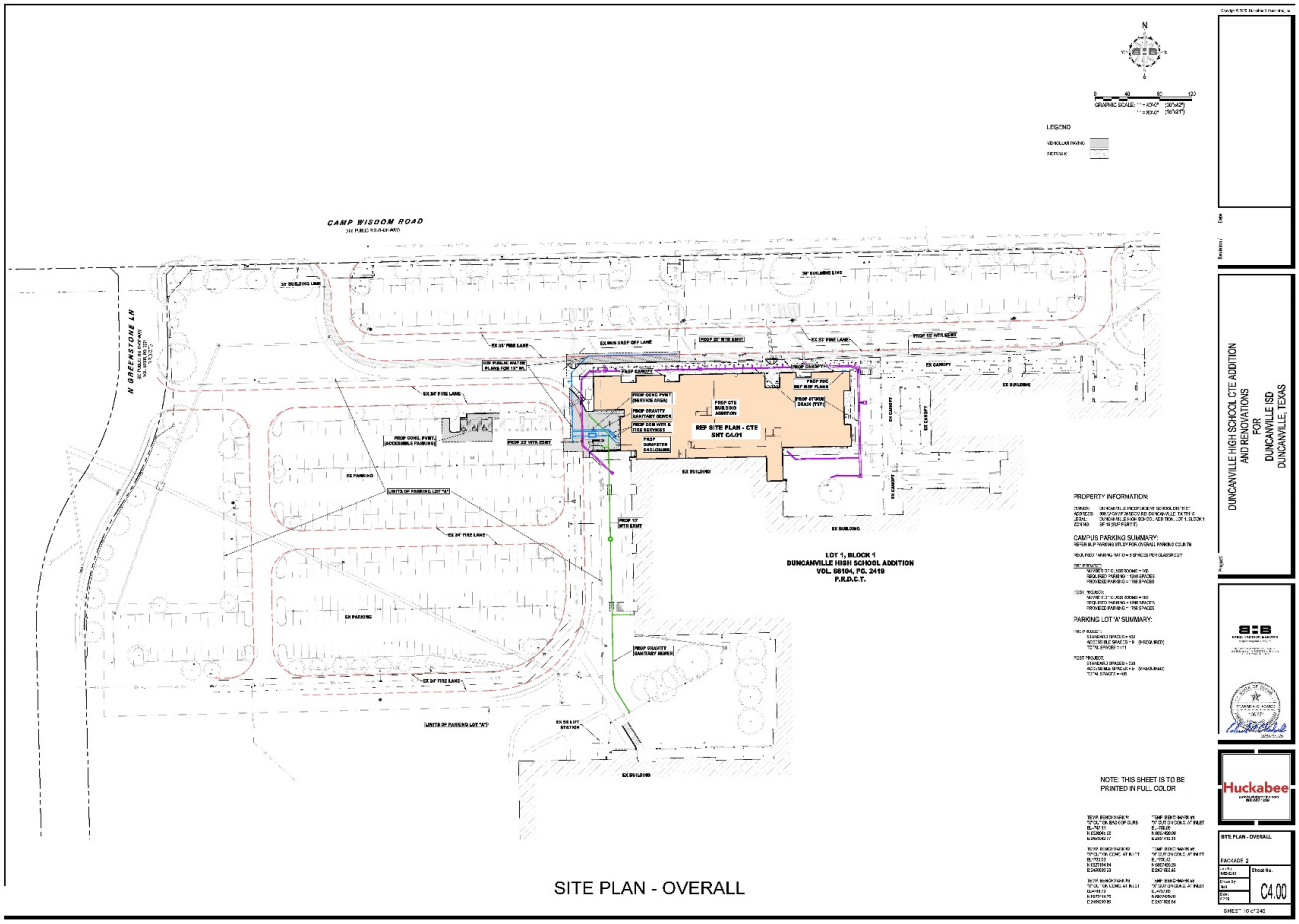
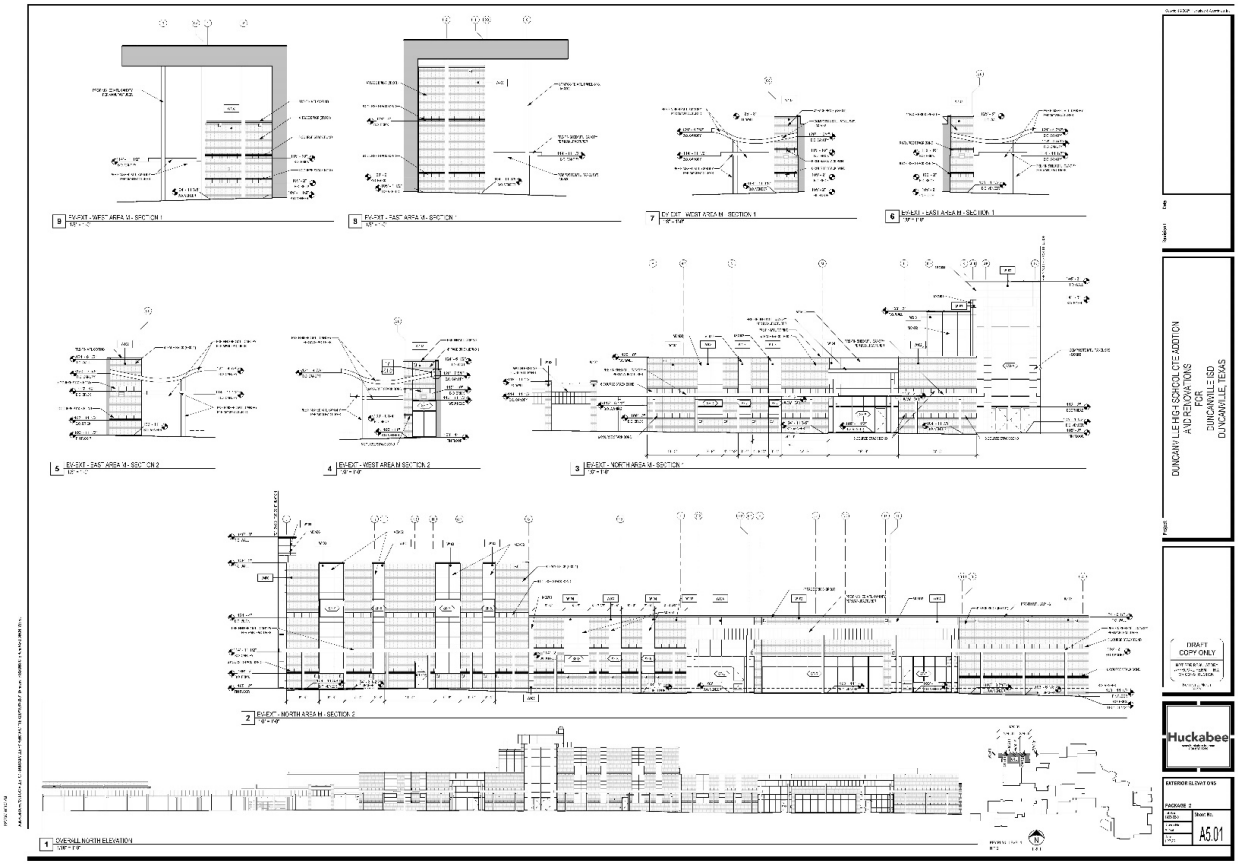

CAMP WISDOM ROAD
N GREENSTONE LN
OVERFLOW
N CEDAR RIDGE DRIVE
LOT 1,
BLOCK 1
MIDDALE ROAD
SPORTS
N
LEGEND
PARKING SPACE
PARKING LOT BOUNDARY
PARKING SUMMARY
REQ'D PARKING RATIO:
8 SPACES PER CLASSROOM
PRE PROJECT:
OF CLASSROOMS = 155
REQUIRED PARKING = 1240 SPACES
PROVIDED PARKING = 1765 SPACES
POST PROJECT :
OF CLASSROOMS = 162
REQUIRED PARKING = 1296 SPACES
PROVIDED PARKING = 1759 SPACES
SPECIFIC USE PERMIT (SUP)
Duncanville High School
CTE Building Addition
- CITY COUNCIL EXHIBIT
PREPARED BY:
BAIRD, HAMPTON & BROWN

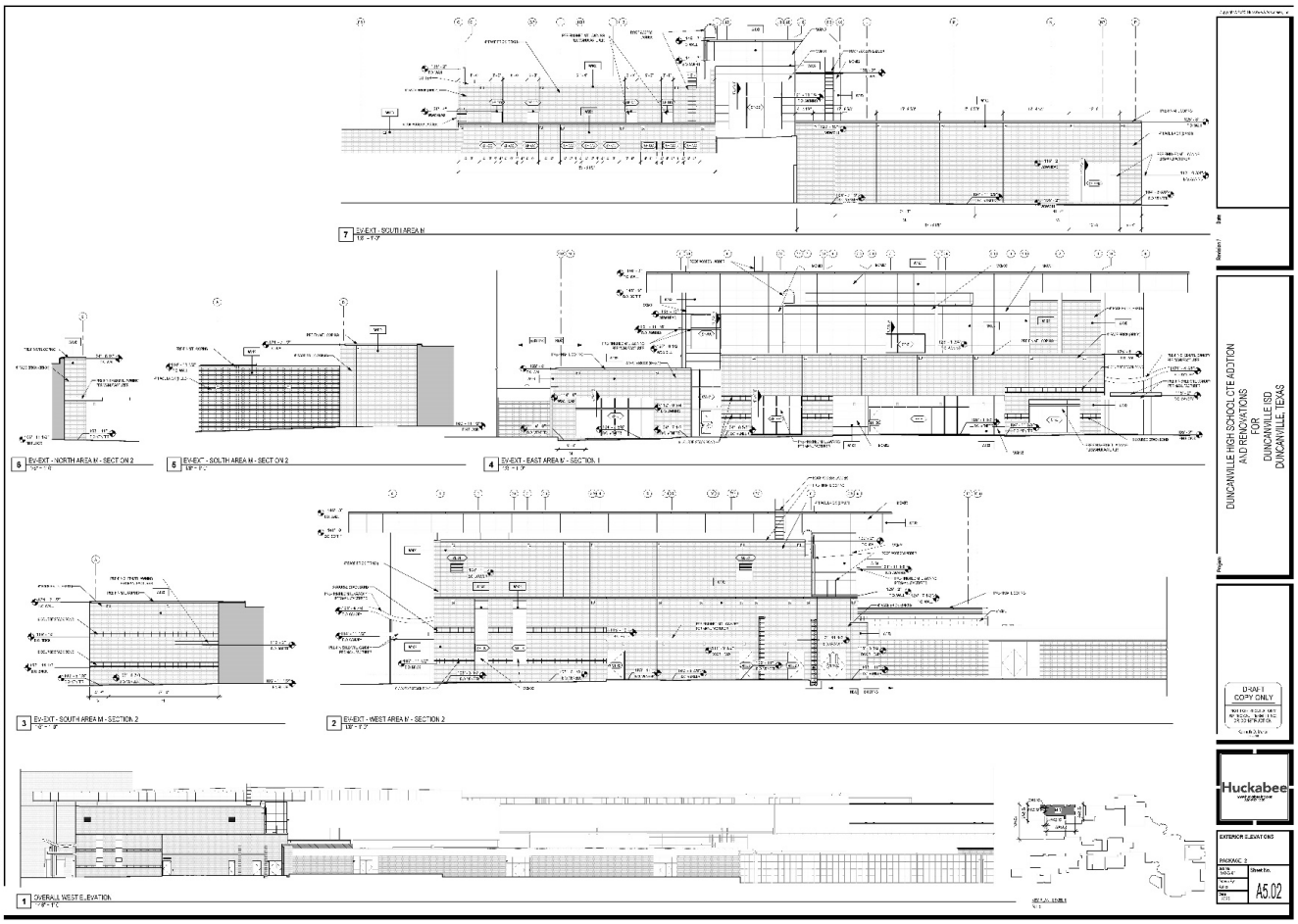
EXHIBIT B



SITE PLAN - OVERALL

EXHIBIT C


DUNCANVILLE HIGH SCHOOL/CTE ADDITION
AND RENOVATIONS
DUNCANVILLE ISD
DUNCANVILLE, TEXAS
DRAFT
COPY ONLY
Huckabee
A5.01


7 EV-EXT - SOUTH AREA M
8 EV-EXT - NORTH AREA M - SECT ON 2
6 EV-EXT - SOUTH AREA M - SECT ON 2
4 EV-EXT - EAST AREA M - SECTION 1
3 EV-EXT - SOUTH AREA M - SECTION 2
2 EV-EXT - WEST AREA M - SECTION 2
1 OVERALL WEST ELEVATION
DUNCANVILLE HIGH SCHOOL CTE ADDITION AND RENOVATIONS FOR DUNCANVILLE ISD DUNCANVILLE, TEXAS
D-DAI-1 COPY ONLY
Huckabee
EXTERIOR ELEVATIONS
A5.02

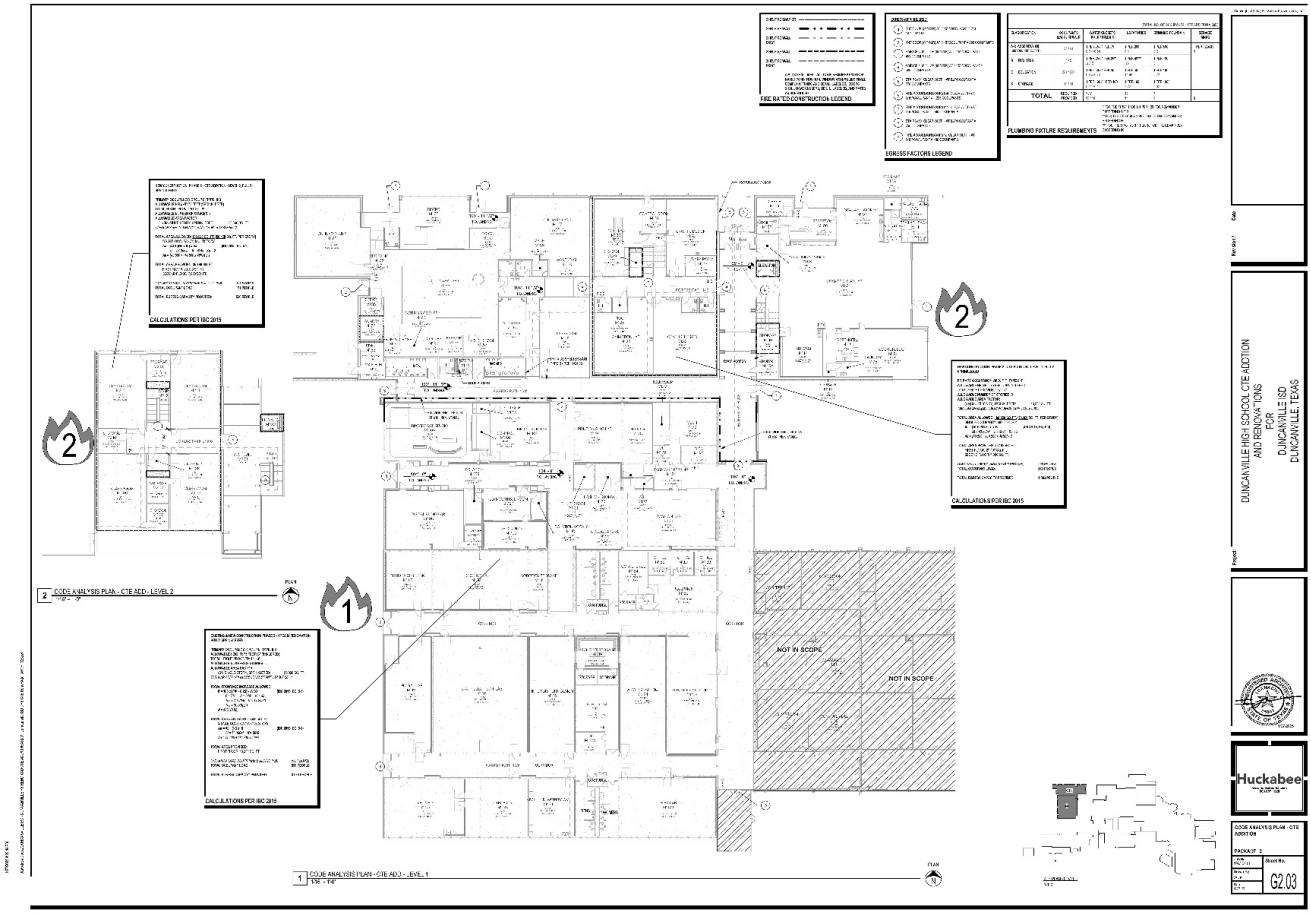
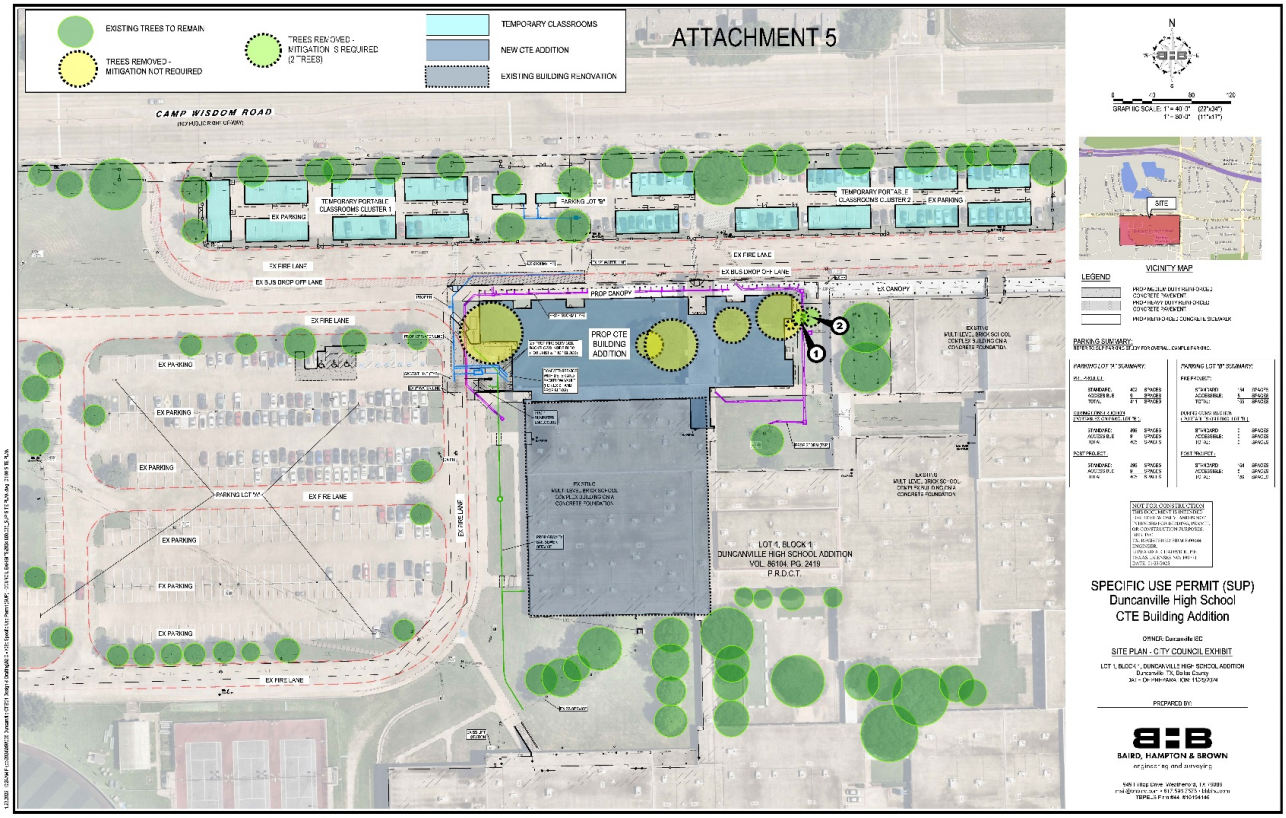

FIRE RATED CONSTRUCTION LEGEND
EGRESS FACTORS LEGEND
PLUMBING FIXTURE REQUIREMENTS
CALCULATIONS PER IBC 2015
CALCULATIONS PER IBC 2015
CALCULATIONS PER IBC 2015
NOT IN SCOPE
NOT IN SCOPE
2 CODE ANALYSIS PLAN - CTE ADD - LEVEL 2
1 CODE ANALYSIS PLAN - CTE ADD - LEVEL 1
DUNCANVILLE HIGH SCHOOL CTE ADDITION AND RENOVATIONS FOR DUNCANVILLE ISD DUNCANVILLE, TEXAS
Huckabee
CODE ANALYSIS PLAN - CTE ADDITION
G2.03

EXHIBIT D


ATTACHMENT 5
EXISTING TREES TO REMAIN
TREES REMOVED - MITIGATION NOT REQUIRED
TREES REMOVED - MITIGATION IS REQUIRED (2 TREES)
TEMPORARY CLASSROOMS
NEW CTE ADDITION
EXISTING BUILDING RENOVATION
CAMP WISDOM ROAD
TEMPORARY PORTABLE CLASSROOMS CLUSTER 1
TEMPORARY PORTABLE CLASSROOMS CLUSTER 2
PARKING LOT "B"
EX PARKING
EX FIRE LANE
EX BUS DROP OFF LANE
PROP CANOPY
EX CANOPY
PROP CTE BUILDING ADDITION
LOT 1, BLOCK 1
DUNCANVILLE HIGH SCHOOL ADDITION
VOL. 88104, PG. 2419
P.R.D.C.T.
VICINITY MAP
SITE
LEGEND
SPECIFIC USE PERMIT (SUP)
Duncanville High School
CTE Building Addition
SITE PLAN - CITY COUNCIL EXHIBIT
PREPARED BY:
BAIRD, HAMPTON & BROWN
engineering and surveying

(214) 675-6493
amandac@ramblertm.org

GAL

st for Proposals Bid 2025-17 for Electrical City of Lancaster, at the office of the City 11 N. Henry Street, Lancaster, TX 75146, ch time bids duly delivered and submitted ed. Bid opens for submittals 10a.m. April

y 7, 2025 at 9 a.m. at the Municipal Cen- posals are due by 2 p.m. (CST) May 19, eferred through the City's e-bid site. To e in a bid, please visit: www.lancaster-tx. information may be obtained by emailing

PPELL, TEXAS, READOPTING, RATIFY- CHAPTER 9 OF THE CODE OF ORDI- P PROGRAMS STANDARDS OF CARE; ROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

OPPELL, TEXAS, BY AMENDING THE FORE, AMENDING CHAPTER 12, AR- MENDING SECTION 12-29-6 'NONCON- XCLUDING POLE SIGNS, BUILT PRIOR E LOCATION WITH THE SAME HEIGHT RCHITECTURALLY COMPATIBLE WITH VIDING A REPEALING CLAUSE; PRO- D PROVIDING AN EFFECTIVE DATE.

PPELL, TEXAS, AMENDING THE COM- ND MAP OF THE CITY OF COPPELL, BY GRANTING A CHANGE IN ZONING C (PLANNED DEVELOPMENT 317 RE- A DETAIL SITE PLAN FOR AN 1,800 ATED AT 192 SOUTHWESTERN BOU- ER OF HOWELL DRIVE AND SOUTH- OPERTY DESCRIBED IN EXHIBIT "A" ATED HEREIN; PROVIDING FOR THE N, LANDSCAPE PLAN, BUILDING ELE- PLAN; ATTACHED HERETO AS EXHIB- FOR DEVELOPMENT REGULATIONS; ROVIDING A SEVERABILITY CLAUSE; VIDING A PENALTY OF FINE NOT TO ND DOLLARS ($2,000.00) FOR EACH TIVE DATE.

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LEGAL

Duncanville

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The City Council will hold a public hearing on Tuesday, May 6, 2025, at 7 p.m. The meeting will be held in the City of Duncanville Council Chambers located inside City Hall, 203 East Wheatland Road. The purpose of this meeting is to hear from the public about the proposed 15-year Capital Improvement Plan for the future of the City
of Duncanville.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Chiquita Taylor, or to Douglas Finch, City Manager P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE

Chiquita Taylor - City Secretary
Douglas Finch - City Manager

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A public hearing will be held before the City Council on Tuesday, May 6, 2025, at 7p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas, to consider amendments to Sections 4.10 – 28, Article II: Animal Control of the Animal and Fowl Ordinance.

The purpose of the Public Hearing is to consider the addition of section 4-20, Keeping backyard fowl and rabbits, Section 4-27 Wild Animal Permitting, amendments to Section 28, Appeal Process, as well as clarifications in other sections of the ordinance.

You are invited to attend and make comments regarding the proposed changes. The proposed changes may be inspected in the Police Department or City Secretary's Office at City Hall, 203 E. Wheatland Road, during regular business hours.

CITY OF DUNCANVILLE
Chiquita Taylor - City Secretary
Ron Wilcots - Assistant Police Chief

NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL

ZONING FILE #2025-1

The City Council will hold a public hearing on Tuesday, May 6, 2025, at 7 p.m. The meeting will be held in the City of Duncanville Council Chambers located inside City Hall, 203 East Wheatland Road. The purpose of this meeting is to hear the request of Edward Chadwick, Applicant, representing Duncanville Independent School District, for a Specific Use Permit to allow for the use of "School, Primary or Secondary (Public)", on Duncanville High School, Blk 1, Lot 1, ACS 61.795, more commonly known as 900 West Camp Wisdom Road, City of Duncanville, Dallas County, Texas.

The subject property is located within the SF-10, Single-Family Residential District. Per Sec. 3.03, Permitted Use chart, the use "School, Primary or Secondary (Public)" requires the approval of a Specific Use Permit to operate within SF-10 zoning. Although the campus currently exists, the school district plans to expand Duncanville High School by adding a career technology education building to the campus. Current zoning codes require the approval of a Specific Use Permit for the proposed expansion.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Chiquita Taylor, or to Victor Barrera, Director of Economic Development, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE

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Victor Barrera, - Director of Economic Development

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Conduct a public hearing and consider an ordinance revising Chapter Four—Animals and Fowl City Ordinance to comply with state legislation changes and best practices.

Vision Statement:

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

Pillar:

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

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

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

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

changes that were made would be considered collateral changes (changes that caused something else to be changed).

The goal is to seek adoption of the revised ordinance on May 6, 2025.

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

On September 17, 2024, Assistant Chief Wilcots and Animal Control Officer Chad Chamberlain presented the updated changes to the City Council, followed by another presentation on December 3, 2024. During a subsequent meeting on December 17, 2024, the City Council raised questions concerning the charts, fines, fees, enforcement procedures, and the necessity of the proposed updates. All inquiries were addressed, and the Council was informed that the heightened volume of calls related to chickens, hens, roosters, and fowl contributed significantly to the impetus for the revised fowl section. On April 1, 2025, Assistant Chief Wilcots and Animal Control Officer Chad Chamberlain appeared before the City Council to present the revised version of the ordinance with their requested changes. Consideration of best practices and legislative updates informed all proposed changes to the animal ordinance.

POLICY EXPLANATION:
The updated sections reflect recent legislative changes, incorporate best practices from other cities within the Metroplex, and include feedback from the City Council workshop. Additionally, definitions were added to clarify the intent of the ordinance, and minor grammatical corrections were made.

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 approve.
3. Propose an amendment to the ordinance and adopt. It was previously suggested, if Council still has concerns about the fowl section, then perhaps Council would consider adopting all sections unrelated to fowl so that the other sections could be updated and enforced.
4. Other actions as directed by Council.

ATTACHMENTS:
Public hearing notitce - 04-19-2025.animalord
Council Requested Changes-Highlighted

Animal Ordinance Modifications May 6 2025
Ordinance 2536 - Animal Control

(214) 675-6493
amandac@ramblertm.org

GAL

st for Proposals Bid 2025-17 for Electrical City of Lancaster, at the office of the City 11 N. Henry Street, Lancaster, TX 75146, ch time bids duly delivered and submitted ed. Bid opens for submittals 10a.m. April

y 7, 2025 at 9 a.m. at the Municipal Cen- posals are due by 2 p.m. (CST) May 19, eferred through the City's e-bid site. To e in a bid, please visit: www.lancaster-tx. information may be obtained by emailing

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Sec. 4-1. Statement of purpose.

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

(1) Provide for the capture and housing of animals found at large or abandoned.

(2) Control rabies by requiring vaccinations and investigating bite incidents.

(3) Minimize public nuisances caused by the animal population found within the city limits.

(4) Protect the public and emergency service personnel from dangerous or vicious animals.

(5) Maintain and promote an adoption program.

(Ord. No. 1576, § 1, 7-20-99)

Secs. 4-2—4-9. Reserved.

ARTICLE II. ANIMAL CONTROL

Sec. 4-10. Definitions.

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

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

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

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

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

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

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

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

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

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

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

(1) Rapidly produces unconsciousness and death without visible evidence of pain or distress, or

(2) Utilizes anesthesia produced by an agent which causes painless loss of consciousness, and death following such loss of consciousness.

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

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

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

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

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

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

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

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

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

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

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

(1) locked;

(2) capable of preventing the entry of the general public, including children;

(3) capable of preventing the escape or release of a dog; and

(4) clearly marked as containing vicious ~~dangerous~~ dog; and

(5) in conformance with the requirements for enclosures established by the local ~~health~~ animal authority.

Secure enclosure (Livestock):

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

(2) Capable of preventing the escape or release of the livestock.

(3) Has an attached, secured roof and, at minimum (3) sides to protect the livestock from weather and to provide shelter and protection from heat, cold, and other environmental conditions and must be adequately ventilated.

(4) Must have bedding material and large enough so that the livestock can enter, stand, turn around, and lie down but small enough to prevent the loss of body heat during cold weather.

(5) Is located a minimum of five (5) feet from any fence line or wall that abuts private property or a public area, and;

(6) Complies with all additional requirements as established and provided in writing to the owner by the local ~~health~~ animal authority.

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

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

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

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

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

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

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

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

(1) Makes an unprovoked attack on a person that causes bodily injury in a place other than an enclosure in which such animal was being kept and that was reasonably certain to prevent such animal from leaving the *secure* enclosure on its own; or

(2) Commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that such animal will attack and cause bodily injury to that person~~.~~; or

(3) An animal that is at large and commits an unprovoked attack on a domestic animal that causes the death of the attacked animal; or

(4) An animal that is at large and commits an unprovoked attack on a domestic animal that causes serious bodily injury to the attacked animal and the attacking animal has already committed at least one unprovoked attack on a previous occasion against a human being or domestic animal.

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

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

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

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

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

Sec. 4-11. Enforcement.

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

(b) The local ~~health~~ animal authority, any peace officer or any animal control officer shall have the authority to issue citations for any violation of this article.

(c) If the person to be cited is not present, the local ~~health~~ animal authority, any peace officer or any animal control officer may send the citation to the alleged offender by registered or certified mail.

(d) It shall be unlawful for any person to interfere with the local ~~health~~ animal authority, or animal control officer in the performance of his duties.

(e) The local ~~health~~ animal authority, any peace officer or any animal control officer shall have the authority to humanely euthanize or destroy any animal in accordance with the provisions of this article.

(f) The animal control officer or any peace officer shall have the authority to use a tranquilizer gun in the lawful discharge of his duties.

(g) Each twenty-four (24) hour period of violation, and each separate animal or condition in violation of any provision of this chapter, shall constitute a separate offense.

~~(g)~~(h) The provisions of this article shall not apply, and it shall be a defense to the requirements set forth herein, if the animal is a dog owned or used by and under the supervision of a law enforcement agency or peace officer.

(Ord. No. 1916, § 1, 1-18-04)

Sec. 4-12a. Running at large.

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

(b) The local ~~health~~ animal authority is authorized to impound such animals running at large.

~~(c) The use of a tether that is attached to a line between two points and is positioned in such a manner as to prevent the animal from becoming entangled with any obstruction, from partially or totally jumping any fence, or leaving any part of its owner's property, and that is secured to the animal using a properly fitted collar or harness shall be the only permissible means to tether the animal if said use does not otherwise violate this section.~~

~~(d) It shall be unlawful for any person to tie or tether a dog or other animal to a stationary object for a period of time or in a location so as to create an unhealthy situation for the animal or potentially dangerous situation for a pedestrian as determined by the animal control officer. The term "unhealthy situation" shall include, but not be limited to the following:~~

~~(1) To tether any animal in such a manner as to permit the animal access upon any public right-of-way;~~

~~(2) To tether any animal in such a manner as to cause the animal injury or pain or not to permit the animal to reach shelter, food and/or water;~~

~~(3) To tether any animal in such a manner as to permit the animal to leave the owner's property;~~

~~(4) To use choke-type collars to tether any animal.~~

~~(e) It shall be unlawful to tether any animal in the front yard. On corner lots, both sides shall be considered a front yard.~~

(Ord. No. 1719, § 2, 6-5-01)

Sec. 4-12b. TETHERING ANIMALS

(a) A person commits an offense if he tethers an animal to a stationary object for any length of time except as allowed by subsections (b) and (c) of this section.

(b) Restraint on the owner's property or for a lawful animal event, veterinary treatment, grooming, training, law enforcement activity, or when needed to protect the safety or welfare of a person or animal, shall be allowed provided that all of the following conditions are met:

1) The animal's owner maintains continuous, direct physical control of the animal throughout the period of restraint;

2) The tether is attached to a properly fitting collar or harness and is not wrapped around the animal's neck. Choke or prong-type collars are prohibited;

3) The tether is designed and placed in a manner to prevent entanglement or injury; and

4) The tether does not allow the animal to move outside the person's property or come within ten (10) feet of public property if tethered outside a fenced area.

(c) A "skyline" type aerial trolley consisting of a line that is strung between two (2) fixed points that are at least twenty (20) feet apart with a down line that is at least five (5) feet in length is allowed as long as the requirements of subsections 4-12b (b)(2), (b)(3), and (b)(4) are met and the animal is enclosed behind a fence of adequate size and strength capable of preventing the general public, including children, and other animals from entering the area.

Sec. 4-13. Animal vaccination.

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

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

(b) *Certificate of vaccination.* Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat, as evidence thereof, a certificate upon a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy. Such certificate shall contain the following information:

1) The name, address, and telephone number of the owner of the vaccinated dog or cat.
2) The date of the vaccination.
3) The type of rabies vaccine used.
4) The year and number of rabies tags.
5) The breed, age, color and sex of the vaccinated dog or cat.

(c) *(Reserved)*.

(d) *(Reserved)*.

(e) *Proof.* It shall be unlawful for any person who owns or harbors a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this article.

(f) *Harboring unvaccinated animals.* It shall be unlawful for any person to harbor any dog, cat or any other animal which has not been vaccinated against rabies, as provided herein, or which cannot be identified as having a current vaccination certificate.

(g) *Animals exposed to rabies.* Any person having knowledge of the existence of any animal known to have been or reasonably believed to have been exposed to rabies must immediately report such knowledge to the local ~~health~~ animal authority or animal control or peace officer, giving any information which may be required. For any animal known to have been or reasonably believed to have been exposed to rabies, the following is required:

1) Animals having current vaccination must be revaccinated immediately and confined according to the method prescribed by the local ~~health~~ animal authority for a period of less than 90 days.
2) Animals not having a current vaccination should be humanely euthanized. However, if the owner of such animal elects, he may, at his expense and in a manner prescribed by the local ~~health~~ animal authority, confine said animal. Such animal must be vaccinated immediately following exposure and quarantined for not less than six months. A revaccination shall be done one month prior to release from quarantine.
3) Animals may be humanely euthanized.

(Ord. No. 2036, § 1, 9-18-07)

Sec. 4-14. Reporting animal bites.

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

(b) The owner of an animal that is reported to be rabid or reported to have been exposed to rabies or that the owner knows or reasonably believes to be rabid or to have been exposed to rabies shall submit the animal for quarantine to the local ~~health~~ animal authority prescribed in section 4-15.

(c) The incident and animal shall be reported to the local ~~health~~ animal authority, as soon as possible, but no later than 24 hours from the time of the incident.

(d) The local ~~health~~ animal authority will investigate each bite incident, utilizing standardized reporting forms provided by the Texas Department of Health.

Sec. 4-15. Animal quarantine.

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

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

1) Secure facilities must be available at the home of the animal's owner and must be approved by the local ~~health~~ animal authority.

2) The animal was currently vaccinated against rabies at the time of the incident.

3) The local ~~health~~ animal authority or a licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the local ~~health~~ animal authority must be notified by the person having possession of the animal. At the end of the observation period, the release from quarantine must be accomplished in writing.

4) The animal was not running at large at the time of the bite.

(b) If the animal cannot be maintained in a secured quarantine, it shall be humanely destroyed, and the brain submitted to a Texas Department of Health certified laboratory for rabies diagnosis.

(c) It shall be unlawful for any person to interrupt the ten-day observation period.

(d) No wild animal will be placed in quarantine. All wild animals involved in biting incidents will be humanely euthanized in such a manner that the brain ~~in~~ is not mutilated. The brain shall be submitted to a Texas Department of Health certified laboratory for rabies diagnosis.

(e) The owner of an animal that is quarantined under this article shall pay to the local ~~health~~ animal authority the reasonable costs of the quarantine, care, treatment and disposition of the animal, and the local ~~health~~ animal authority may sell and retain proceeds to keep, grant or destroy the animal that the owner or custodian does not take possession of on or before the third day following the final day of quarantine.

Sec. 4-17. Animal nuisance.

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

(a) The keeping of any animal which causes loud and unusual or frequent barking, howling or other noise that disturbs the peace and quiet of any person of ordinary sensibility.

(b) Any dog or cat that is impounded two (2) or more times in a calendar year may be declared a nuisance.

(c) The keeping of any animal in such a manner as to endanger the public health; to annoy neighbors by the accumulation of animal wastes which cause foul and offensive odors or is considered to be a hazard to any other animal or human being.

(d) The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger personal health and welfare or the keeping of any animal in such a manner to deny the lawful use of adjacent property, public property, or to endanger personal health and welfare.

(e) Any animal pens, stables or enclosures and property not kept free from carrion or any putrescible material.

(f) It shall be unlawful and an offense for any person controlling to permit, either willfully or through failure to exercise due care or control, any dog or animal to defecate upon any private property other than the premises of the owner, handler or controller of such animal. It shall also be unlawful and an offense for any person to fail to promptly remove and dispose of, in a sanitary manner, feces left by a dog or cat or other animal being handled or controlled by that person upon any property other than the premises of the owner, handler or controller of such animal.

(g) Any house, building, business, lot, yard, pen, enclosure or ground in which an animal is kept that is unsanitary or offensive to a person of ordinary sensibility residing in the vicinity thereof, or to the public at large.

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

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

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

(a) A justice court, county court, or municipal court shall order the local ~~health~~ animal authority to seize an animal and shall issue a warrant authorizing the seizure:

(1) On the sworn complaint of any person, including the county attorney, the city attorney, or a peace officer, that the animal has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person; and

(2) On a showing of probable cause to believe that the animal caused the death of or serious bodily injury to the person as stated in the complaint.

(b) The local ~~health~~ animal authority ~~animal control authority~~ shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions until the court orders the disposition of the animal.

(c) *Hearing*.

(1) The court shall set a time for a hearing to determine whether the animal caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person. The hearing must be held not later than the tenth day after the date on which the warrant is issued.

(2) The court shall give written notice of the time and place of the hearing to:

a. The owner of the animal or the person from whom the animal was seized; and

b. The person who made the complaint.

(3) Any interested party, including the county attorney or city attorney, is entitled to present evidence at the hearing.

(4) The court shall order the animal destroyed if the court finds that the animal caused the death of a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:

a. Its owner;

b. The person from whom the animal was seized; or

c. Any other person authorized to take possession of the animal.

(5) The court may order the animal destroyed if the court finds that the animal caused serious bodily injury to a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:

a. Its owner;

b. The person from whom the animal was seized; or

c. Any other person authorized to take possession of the animal.

(6) The court may not order the animal destroyed if the court finds that the animal caused the serious bodily injury to a person by attacking, biting, or mauling the person and:

a. The animal was being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and:

1. The enclosure was reasonably certain to prevent the animal from leaving the enclosure on its own and provided notice of the presence of an animal; and

2. The injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred;

b. The animal was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;

c. The attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the animal for law enforcement purposes;

d. The animal was defending a person from an assault or person's property from damage or theft by the injured person; or

e. The injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering.

(d) *Destruction of animal*. The destruction of an animal under this subchapter must be performed by:

(1) A licensed veterinarian;

(2) Personnel of a recognized animal shelter or humane society who are trained in the humane destruction of animals; or

(3) Personnel of a governmental agency responsible for animal control who are trained in the humane destruction of animals.

(e) *Provocation or location of attack irrelevant*. Except as provided by subsection (c)(6), this subsection applies to any animal that causes a person's death or serious bodily injury by attacking, biting, or mauling the person, regardless of whether the animal was provoked and regardless of where the incident resulting in the person's death or serious bodily injury occurred.

(Ord. No. 2036, § 1, 9-18-07)

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

Sec. 4-18a. Vicious animals.

(a) *Reporting of incident to municipal court.*

(1) A person may report an incident described by section 4-10, "Vicious animal," to the city municipal court. The owner of the dog shall deliver the dog to a representative of the local ~~health~~ animal authority not later than the fifth day after the date on which the owner receives notice that the report has been filed. The local ~~health~~ animal authority may provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.

(2) If the owner fails to deliver the dog as required by subsection (b) [(c)(1)], the court shall order the local ~~health~~ animal authority to seize the dog and shall issue a warrant authorizing the seizure. The local health authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog. The owner shall pay any cost incurred in seizing the dog.

(3) The court shall determine, after notice and hearing as provided in section 4-18(c), whether the dog is a vicious animal.

(4) The court, after determining that the dog is a vicious animal, may order the local ~~health~~ animal authority to continue to impound the vicious animal in secure and humane conditions until the court orders disposition of the dog under subsection (a) and the dog is returned to the owner or destroyed.

(5) The owner shall pay a cost or fee assessed under subsection (c)(4).

(b) *Determination that animal is vicious*.

(1) If a person reports an incident described by this article, the local ~~health~~ animal authority may investigate the incident. If, after receiving the sworn statements of any witnesses, the local ~~health~~ animal authority determines the animal is a vicious animal, it shall notify the owner of that fact.

(2) An owner, not later than the 15th day after the date the owner is notified that an animal owned by the owner is a vicious animal, may appeal the determination of the local ~~health~~ animal authority to a justice, county, or municipal court of competent jurisdiction. ~~An owner may appeal the decision of the justice, county, or municipal court in the same manner as appeal for other cases from the justice, county, or municipal court.~~

(3) To file an appeal under Subsection (2), the owner must:

a. file a notice of appeal of the local ~~health~~ animal authority's vicious animal determination with the court;

b. attach a copy of the determination from the local ~~health~~ animal authority; and

c. service a copy of the notice of appeal on the local ~~health~~ animal authority by mailing the notice through the United States Postal Service.

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

(1) Not later than the 30th day after a person learns that the person is the owner of a vicious animal, the person shall:

a. Register the vicious animal with the local ~~health~~ animal authority for the city in which the animal is kept;

b. Restrain the vicious animal at all times on a leash in the immediate control of a person or in a secure enclosure;

c. Obtain liability insurance coverage or show financial responsibility in an amount of at least $100,000.00 to cover damages resulting from an attack by the vicious animal causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to include the name, address, and phone number of the insurance company, to the local ~~health~~ animal authority for the area in which the dog is kept; and

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

d. Comply with the following regulations:

1. That the animal shall be kept in a locked and secured enclosure; and

2. That the owner posts a conspicuous notice that a vicious animal is located on the premises.

(2) The owner of a vicious animal who does not comply with subsection (a) shall deliver the animal to a representative of the local ~~health~~ animal authority not later than the 30th day after the owner learns that the animal is vicious.

(3) If, on application of any person, a justice court, county court, or municipal court finds, after notice and hearing as provided by section 4-18(c), that the owner of a vicious animal has failed to comply with subsection (1) or (2), the court shall order the local ~~health~~ animal authority to seize the animal and shall issue a warrant authorizing the seizure. The authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions.

(4) The owner shall pay any cost or fee assessed by the municipality or county related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the municipality may prescribe by resolution the amount of the fees.

(5) The court shall order the local ~~health~~ animal authority to humanely destroy the animal if the owner has not complied with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the local ~~health~~ animal authority. The court shall order the local ~~health~~ animal authority to return the animal to the owner if the owner complies with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the local ~~health~~ animal authority.

(6) The court may order the humane destruction of a dog if the owner of the animal has not been located before the 15th day after the seizure and impoundment of the animal.

(7) For purposes of this section, a person learns that the person is the owner of a vicious animal when:

a. The owner knows of an attack described in this article;

b. The owner receives notice that a justice court, county court, or municipal court has found that the animal is a vicious animal under section 4-18A; or

c. The owner is informed by the local ~~health~~ animal authority that the animal is a vicious animal under this article.

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

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

(a) Prior to relocating, transferring ownership, offering to transfer ownership, or otherwise moving or offering to move in any way a registered vicious animal, either inside or outside the city limits, the owner shall notify the local ~~health~~ animal authority in writing of his intention. If ownership is to be transferred, the notification shall include the name and address of the proposed new owner of the animal.

(b) If ownership of the animal is being transferred to a person who resides within the city limits of Duncanville, the new owner will be required to provide proof to the local ~~health~~ animal authority of complying with all provisions of this chapter before the animal can be moved from the previous owner's custody.

(c) If the animal is being moved outside the city limits, the owner must provide, in writing to the local ~~health~~ animal authority, proof that the new owner has alerted the agency responsible for animal services in that area.

(d) A person commits an offense if he fails to comply with the requirements of Section 4-18C.

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

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

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

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

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

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

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

(a) It shall be unlawful for any person to keep or harbor any ~~dangerous~~ wild animal within the city without first obtaining a permit. It shall be unlawful for any person to keep or harbor a wild animal within the city, except as authorized below.

(b) A ~~special use~~ wild animal permit for the keeping or harboring of wild animals may be obtained from a duly appointed representative of the local ~~health~~ animal authority for the following exceptions:

(1) Animals being kept in a public zoo.

(2) Wild animals being kept for the purpose of scientific research or public or private primary or secondary schools.

(3) Wild animals performing in an animal exhibition, rodeo, or circus, of which the animal is an integral part, if the animal is restrained from inflicting injury upon persons, property, or other animals and adequate provisions are made for the care and protection of the animal.

(4) Wild animals being kept as a pet provided the animal is not generally considered by the representative of the local ~~health~~ animal authority to be dangerous or predatory and does not pose a threat to the general public or emergency service personnel.

~~(c) It shall be unlawful for any person to exhibit, possess or harbor a wild animal within the city in the manner referred to herein without first obtaining a permit.~~

(c) *Permit.* A permit, as authorized in this section, shall be issued by the local ~~health~~ animal authority ~~only after the local health authority approves such a permit~~.

(d) *Fee for permit.* The fee for a permit as authorized herein shall be determined by resolution of the city council, and the permit shall be valid for a designated period of time as established by the local ~~health~~ animal authority. Prior to the renewal of any permit, the local ~~health~~ animal authority or his designee shall review such application and make a decision regarding the approval thereof. In the event the application for a permit is denied ~~or granted~~ by the local ~~health~~ animal authority, an appeal may be taken as provided in this article ~~by any person aggrieved by the decision of the local health authority.~~ by the applicant.

(e) ~~It shall be unlawful to release or allow to run at large any wild animal.~~ It will be unlawful for a permitted wild animal to run at large.

(f) Subsections (a) through (d) inclusive of section 4-19 shall not apply to a person, firm or corporation engaged in the commercial business of selling wild animals, as defined by the subsections of 4-19.

(1) A person who sells ~~in the city a wild animal~~ a wild animal in the city ~~is defined in this chapter~~ shall~~:~~

a. Obtain a wild animal permit for each species being sold (not each individual animal) through the local ~~health~~ animal authority. If the permit is denied, the seller may appeal to the Zoning Board of Adjustment ~~city council for approval~~ as provided herein (Sec.4-28).

b. Receive all wild animal permits before animals can be kept on premises of the seller.

c. Notify the purchaser in writing that it is necessary to obtain a wild animal permit from the city in order to keep such wild animal within the limits of the city.

d. Permit. A permit, as authorized in this section, shall be issued by the local ~~health~~ animal authority or designee ~~the city secretary only after the local health authority approves such permit~~.

e. Fee for permit. The fee for a permit as authorized herein shall be determined by resolution of the city council, and the permit shall be valid for a designated period of time as established by the local ~~health~~ animal authority but shall not be valid for more than one year. Prior to the renewal of any permit, the local ~~health~~ animal authority or designee shall review such application and make a decision regarding the approval thereof. If the renewal of the permit is denied ~~or granted~~ by the local ~~health~~ animal authority, an appeal may be taken as provided in this article by ~~any person aggrieved by the decision of the local health authority~~ the applicant.

(g) Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least one hundred thousand dollars ($100,000.00) to cover damages resulting from an attack by the wild ~~dangerous~~ animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file by the local ~~health~~ animal authority.

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

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

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

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

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

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

(b) A person desiring to keep poultry pursuant to this section must first apply for a backyard ~~hen~~ fowl permit from the local ~~health~~ animal authority. In addition to paying a non-refundable application fee (if a fee is required) in an amount established from time to time by resolution of the city council at the time of filing, The applicant shall also:

1) Submit a complete permit application on a form provided by the Police Department;

2) Provide floorplans and side elevations for the proposed animal housing enclosure or if a commercially available coop is acquired, the manufacturer, model, and size of the coop;

3) Provide a site drawing showing the proposed location for the animal housing enclosure that includes all property lines, building lines, setbacks, and other structures located on the property (site drawing does not have to be professionally engineered);

4) Provide written, notarized authorization from the property owner allowing backyard ~~hens~~ fowl if the applicant is a person other than the owner of the property on which the backyard ~~hen(s)~~ fowl will be kept; and

5) Provide ~~one-time proof of completion of an educational course approved~~ a signature, as proof, acknowledging receipt of education material provided by the police department on backyard fowl care and sanitation. ~~Please check our website for this information (Pets & Animals).~~

(c) Prior to the issuance of a backyard ~~hen~~ fowl permit, a site inspection shall be conducted to verify compliance with the requirements of this section. Applicants who provide proof of having a current backyard ~~hen~~ fowl permit, who have not obtained additional animals since their last inspection and have had no verified complaints and/or enforcement actions for violating this chapter during the preceding twelve (12) months, may be issued a permit without inspection. The department may require an inspection during reasonable hours at the department's discretion regardless of the applicant's history.

(d) All backyard ~~hen~~ fowl permits issued under this section shall be valid for one (1) year from the date of issuance. No more than one (1) backyard ~~hen~~ fowl permit may be issued for any individual property, tract or residential lot. The permit is nontransferable and shall be valid only for the applicant and location for which it was originally issued. In the event the permit holder no longer resides at the property for which the permit was issued or ceases to harbor or keep backyard ~~hens~~ fowl on the property, the permit terminates without refund.

(e) A person commits an offense if he fails to comply with any of the following restrictions:

1) Backyard ~~hens(s)~~ fowl shall be kept within a secure animal housing enclosure that is constructed and maintained in compliance with all requirements of this chapter, all requirements for accessory buildings, whether or not such permit is required, and be located behind a fence ~~that is at least six (6) feet in height~~. Backyard ~~hens~~ fowl shall be kept at all times within the secure animal housing enclosure except:
    a. When being removed to be transported to, or returned from, a location off of the property;
    b. During daylight hours when they are under the direct supervision of an adult, backyard ~~hens~~ fowl may roam in a yard provided that it is enclosed by a perimeter fence ~~not less than six (6) feet in height; or~~
    c. When being temporarily confined in a garage or indoor space during periods of extreme cold or brooding.
2) Coops must provide no less than four (4) square feet of area per backyard ~~hen~~ fowl and the exercise yard must provide no less than eight (8) square feet of area per backyard ~~hen~~ fowl.
3) Coops shall have a minimum of ten (10) inches of roosting space for each backyard ~~hen~~ fowl kept;
4) There shall be at least one (1) nesting box for every four (4) hens kept;
5) Hay, grain, feed, and all other food sources must be stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects;
6) Manure and soiled bedding material must be immediately disposed of, properly composted, or stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects at least once every 48 hours;
7) Food scraps, kitchen scraps, or other perishable food items cannot be fed on the ground or in any container other than an impervious container or on an impervious platform;
8) ~~Any~~ No backyard ~~hen~~ fowl, eggs, manure, meat, or any other fowl byproducts shall ~~not~~ be sold commercially (e.g., to third parties at a retail, wholesale level, or online) from the property; and ~~byproducts, including but not limited to eggs, meat, or manure, may not be sold or offered to be sold under the direction of, or with the consent of, a backyard hen permit holder except for the sale of backyard hen byproducts in accordance with all applicable federal, state, and local regulations; and~~
9) All backyard ~~hens~~ fowl must have their wings properly clipped and maintained so as to prevent them from flying over the fence.

(f) A person commits an offense if the person is a holder of a backyard ~~hen~~ fowl permit and he refuses, upon request by a representative of the local ~~health~~ animal authority during reasonable hours, to make his animals, premises, facilities, equipment, and any necessary registrations or permits, available for inspection.

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

Sec. 4-21. Livestock.

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

1) Upon initial application or renewal, the owner is required to schedule an inspection of the property with the animal services department within 30 days.

2) If upon completion of the inspection, the premises are found to be in violation of one or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a re-inspection date for violation to be corrected.

3) Upon receiving the application, the local ~~health~~ animal authority shall send a notice to all property owners within 75 feet of the applicant's property. This notice will provide the person with contact information to provide approval or objection to the permit. The adjacent property owners shall have ten business days to respond. If no response is received, that will be deemed consent.

4) In the event the local ~~health~~ animal authority denies ~~or grants~~ such permit, an appeal may be taken as provided in this article by the applicant regarding the decision of the local ~~health~~ animal authority.

(b) It shall be unlawful for any person to keep any livestock in an area wherein there is less than 5,000 square feet for each animal so kept.

(c) The provisions of subsections (a) and (b) shall not apply to any property adjacent to property or acreage not subdivided or platted.

(d) No livestock impounded by virtue of this section shall be released to the owner until all costs and fees prescribed by this section have been paid and until the person applying for the release of such livestock signs an affidavit that he is the owner of the livestock and entitled to possession thereof.

(e) Any livestock found running at large shall be impounded by the local ~~health~~ animal authority.

(f) Any livestock found running at large that cannot be captured, or after being impounded by the local ~~health~~ animal authority, may be released to the Sheriff of Dallas County at any time.

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

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

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

(a) *Limitation on cats:*

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

a. *Adult cat* shall mean any cat which is more than six months of age.

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

c. *Litter* shall mean one or more kittens under six months of age.

2) It shall be unlawful for any person to keep within the city, in any residential district, more than four adult cats on a residential lot of 10,000 square feet or less, provided however, such person may keep an additional adult cat for each additional 5,000 square feet of lot area. Each residence owner or occupant shall be permitted to keep one litter only.

3) Notwithstanding the provisions of subsection (a)(2) above, any person who desires to keep more than four adult cats and one litter at the same time shall apply to the local ~~health~~ animal authority for a special permit to keep the same. The applicant shall provide the local ~~health~~ animal authority with satisfactory proof from the owners of all property within 25 feet of the applicant's property that there is no objection to issuance of the permit and shall pay to the city a fee as may be determined by the local ~~health~~ animal authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any permit, the local ~~health~~ animal authority shall review such application and make a decision regarding the approval thereof. Should any complaint be received by the local ~~health~~ animal authority during the preceding permit period, signatures will be required from the surrounding property owners as required for the initial permit. In the event the local ~~health~~ animal authority denies or grants such permit, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local ~~health~~ animal authority.

(b) *Limitation on dogs:*

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

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

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

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

2) It shall be unlawful for any person to keep within the city, in any residential district, more than four adult dogs on a residential lot of 10,000 square feet or less, provided, however, such person may keep one additional adult dog for each additional 20,000 square feet of lot area. Each residence owner or occupant shall be permitted to keep one litter only.

3) Notwithstanding the provisions of subsection (b)(2) above, any person who desires to keep additional dogs in a residential area, shall apply to the local ~~health~~ animal authority for a special permit to keep the same. The applicant shall provide the local ~~health~~ animal authority with satisfactory proof from the owner of property within 25 feet of the applicant's property that there is no objection to the issuance of the permit and shall pay the city a fee as determined by the local ~~health~~ animal authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any

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

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

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

Sec. 4-23. Impoundment.

(a) The following animals may be impounded:

1) Cats and dogs not exhibiting evidence of vaccination.

2) Any animal infected or kept under conditions which could endanger the public or animal health.

3) Any animal that creates a nuisance as defined in section 4-17.

4) Any animal running at large.

5) Any animal treated in a manner determined to be in violation of section 42.10 of the Texas Penal Code.

6) Any animal that has bitten a human being or requires observation for rabies determination, as determined by the local ~~health~~ animal authority.

7) Any animal violating any provision of this chapter.

(b) If any animal is found upon the premises of any person, that person shall have the right to confine such animal in a humane manner until the local ~~health~~ animal authority can impound such animal. When so notified, it shall be the duty of the local ~~health~~ animal authority to have such animal impounded as herein provided.

(c) Reasonable effort shall be made by a local ~~health~~ animal authority to contact the owner of any impounded animal which is wearing a current vaccination tag; however, final responsibility for location of an impounded animal is that of the owner.

(d) The owner can regain possession of an impounded animal upon payment of impoundment fees, handling fees and any veterinarian bills incurred by the local ~~health~~ animal authority for the welfare of the animal, and upon compliance with the vaccination provisions of this Code, except where prohibited in (e) and (f) below.

(e) Disposition of animals impounded on the grounds of cruel and inhumane treatment shall be determined by the court of jurisdiction.

(f) If any animal is being held under quarantine, the owner shall not be entitled to possession until release from quarantine.

(g) The city manager shall select and establish a place for impounding all animals impounded under any provision of this article.

(h) Any animal, except vicious or wild animals, not reclaimed by the owner may be humanely euthanized after being impounded for 72 hours, except that any animal wearing a current vaccination tag shall be impounded for six days prior to its destruction.

(i) Any impounded vicious or wild animal, unless there is reason to believe that it has an owner, may be immediately disposed of as may be deemed appropriate by the local ~~health~~ animal authority.

(j) Any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, may be immediately euthanized to prevent further suffering.

(k) Any owner who no longer wishes responsibility for an animal, other than an ill or injured animal, may sign a written waiver supplied by the local ~~health~~ animal authority allowing the animal to be immediately euthanized in a humane manner, provided that no dog or cat that has bitten a human being shall be euthanized before the expiration of the ten-day quarantine period. Ill or injured animals shall be the responsibility of the owner.

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

Sec. 4-24. Fees.

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

(Ord. No. 2110, § 1, 4-6-10)

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

Sec. 4-25. Adoption.

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

(a) The animal has been classified as adoptable by the Tri-Cities Animal Shelter.

(b) The prospective adopter has proper facilities to care for the animal.

(c) The prospective adopter ensures all necessary vaccinations are provided.

(d) The prospective adopter shall have any dog or cat spayed or neutered within 30 days after adoption or the local ~~health~~ animal authority shall have the right of immediate return of the animal to the animal shelter;

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

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

(Ord. No. 2110, § 1, 4-6-10)

Sec. 4-26. Purchase.

(a) The purchaser of any dog or cat from the Tri-Cities Animal Shelter must have it vaccinated within seven days after purchase or the local ~~health~~ animal authority shall have the right of immediate return of the animal to the animal shelter; provided, the local ~~health~~ animal authority shall allow additional time in the case of a dog or cat less than six months of age.

(b) Tri-Cities Animal Shelter personnel or a representative of the local ~~health~~ animal authority may refuse to allow the purchase of a cat or dog by a person whom he has reason to believe:

1) Would not be able to obtain a vaccination certificate.

2) Would not have proper facilities to contain or care for the animal, as required by the Code.

3) Wants the dog or cat for the purpose of resale or for purposes other than pet ownership.

4) There are reasonable grounds to believe the animal would be subjected to abandonment or cruelty.

Sec 4-27. WILD ANIMAL PERMITTING.

(a) The hearing before the local ~~health~~ animal authority or designee to determine if an animal is a wild animal shall be conducted within twenty (20) business days after receipt of the sworn complaint, impoundment, or seizure of the animal, whichever occurs later.

(b) Notice of the hearing before the local ~~health~~ animal authority or designee shall be provided by the local ~~health~~ animal authority or his designee to the owner of the animal and all complainants who provided a sworn complaint by certified mail, return receipt requested or by personal service. At the hearing before the animal services director or designee, any interested party, including the city attorney or his or her designee, shall be given opportunity to present evidence on the issue of whether the animal is dangerous.

(c) Upon conclusion of a hearing to determine if an animal is a wild ~~dangerous~~ animal, the local ~~health~~ animal authority or designee may find that the animal is not wild ~~dangerous~~ and order that it be promptly returned to its owner's custody after all impound and board fees have been paid. The local ~~health~~ animal authority or designee shall have the authority to refund, reduce, or waive any fees incurred to the owner.

(d) If the local ~~health~~ animal authority or designee makes a finding that the animal meets the definition of a wild ~~dangerous~~ animal as described in section 4-1 of this chapter and that the destruction, removal, or registration of the animal is necessary to preserve the public ~~health~~ animal, safety, or welfare, then the local ~~health~~ animal authority or designee shall order one (1) of the following:

1) Euthanasia of the wild ~~dangerous~~ animal:

   a. shall be ordered if the local ~~health~~ animal authority or designee makes a finding that the animal caused the death of a person;

   b. may be ordered if the local ~~health~~ animal authority or designee makes a finding that the animal caused serious bodily injury or bodily injury to a person;

   c. may be ordered if the local ~~health~~ animal authority or designee makes a finding that the animal was outside its enclosure or yard and caused serious bodily injury or death to another animal;

   d. may be ordered if the local ~~health~~ animal authority or designee makes a finding that the animal was outside its enclosure or yard and caused bodily injury to another animal and has made at least one (1) unprovoked attack against an animal or person on a previous occasion;

   e. may be ordered if the owner of the animal requests euthanasia of the animal.

2) Removal of the wild ~~dangerous~~ animal from within the city limits.

   a. Prior to the release of the animal from quarantine, the owner shall make the animal available to the animal services facility for scanning of the microchip implanted in the animal and provide to the local ~~health~~ animal authority or designee, in writing, all of the following:

      1. The destination address of where the animal is to reside and the name of the person who will have care, custody, or control of the animal at the destination address;

      2. Proof that the owner has alerted the agency responsible for animal services in that area; and

      3. Proof that a microchip has been implanted into the animal.

b. A person commits an offense if he removes the animal from the city under this section and fails to:

1. Implant a microchip in the animal; or
2. Provide proof of the implanting of the microchip; or
3. Make the animal available for scanning.

c. A person commits an offense if he removes the animal from a state-approved quarantine facility prior to complying with the notice requirements in ~~subsection 4-153(d)(2)~~ this article.

d. A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal and ordered to be removed from the city limits to return to the city limits.

3) Return to the owner as a registered wild ~~dangerous~~ animal after the owner demonstrates compliance with this chapter and the following requirements. The owner shall maintain compliance with all of the following requirements for the remainder of the wild ~~dangerous~~ animal's life while the wild ~~dangerous~~ animal is located or resides in the city:

a. Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least one hundred and fifty thousand dollars ($100,000.00) to cover damages resulting from an attack by the wild ~~dangerous~~ animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file at the Tri-Cities animal facility;

b. Registering the wild ~~dangerous~~ animal with the City of Duncanville by providing the name and address of the owner; the breed, age, sex, color and any other identifying marks of the animal; the address where the animal is to be kept; and at least two (2) color photographs that clearly identify the wild ~~dangerous~~ animal taken not earlier than the 30th day before the date the application was filed;

c. Provide proof of animal sterilization;

d. A photograph and a statement of the dimensions of the secure enclosure in which each animal is to be kept and a scale diagram of the premises where each animal will be kept, including the location of any perimeter fencing and any residence on the premise;

e. Post and maintain signs giving notice of a wild ~~dangerous~~ animal in the area or on the premises in which the animal is confined. The signs shall be conspicuously posted at both the front and rear property entrances and shall bear letters not less than two (2) inches high, stating "WILD ANIMAL ON PREMISES";

f. Provide and maintain on the animal a fluorescent yellow collar visible at fifty (50) feet in normal daylight with an attached tag provided by the department to the collar that is worn at all times so that the animal can be easily identified;

g. Implant and maintain a microchip into the animal and register it for life with the department and a recognized national registry;

h. Provide written notice of the animal's designation as vicious ~~dangerous~~ to the owner or landlord of the property where the animal will be kept; and

i. Pay the appropriate wild ~~dangerous~~ animal annual permit fee.

j. Statement signed by a veterinarian licensed to practice in this state stating that the veterinarian:

1. Inspected each animal being registered not earlier than the 30th day before the date of the filing of the renewal application; and
2. Finds that the care and treatment of each animal by the owner meets or exceed the standards prescribed under this chapter.

(e) The owner shall have thirty (30) days from the determination by the local ~~health~~ animal authority or designee that the animal is wild ~~dangerous~~ to comply with all of the required conditions as set forth by this chapter and the order of the local ~~health~~ animal authority or designee, unless the determination is appealed pursuant to V.T.C.A. Health and Safety Code, § 822.0421, as amended. If the owner fails to provide proof of compliance with all of the requirements in the order, and the order is not appealed pursuant to V.T.C.A. Health and Safety Code, § 822.0421 as amended, the wild animal may be euthanized on the thirty-first (31st) day following the order of the local ~~health~~ animal authority or designee.

(f) A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal to be kept or remain in any duplex or in any multi-family, residentially zoned property.

(g) A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal to be kept or remain on a porch, patio, or in any part of a house or structure that would allow the animal to exit of its own volition.

(h) A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal to be kept in a house or structure when any window is open or when any screen window or screen door is the only obstacle preventing the animal from exiting the structure.

(i) A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal to be outside of the owner's residence or its secure enclosure unless the animal is under continuous direct physical control by a person of competent mental and physical ability to restrain the animal under all circumstances.

(j) A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal tethered to an inanimate object, including, but not limited to a tree, post, or building, for any length of time.

(k) A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal to be outside its secure enclosure without being securely fitted with a muzzle that will prevent the animal from biting other animals or human beings without causing injury to the animal or interfering with its vision or respiration.

(l) A person commits an offense if he is the owner of a permitted wild ~~dangerous~~ animal and refuses, upon request by the department, to make his animal, premises, facilities, equipment, and any necessary permits available for inspection at any reasonable time.

(m) A person commits an offense if he is the owner of a wild ~~dangerous~~ animal, and he fails to maintain the requirements in ~~subsection 4-153(d)(3)~~ in this article for the remainder of the animal's life.

(n) No domestic animal may be found to be a wild ~~dangerous~~ animal if the local ~~health~~ animal authority or designee finds sufficient evidence that:

1) The threat, injury, or damage was sustained by a person who at the time was committing or attempting to commit a willful trespass or other tort upon the premises occupied by the owner of the animal;

2) The person was teasing, tormenting, abusing, or assaulting the animal or has in the past been observed to have teased, tormented, abused, or assaulted the animal;

3) The person attacked was committing or attempting to commit a crime;

4) The animal attacked was at large at the time of the incident unless the attacking animal was also at large at the time of the incident and:

   a. The attacking animal has committed an unprovoked attack on another person or animal on at least one (1) previous occasion; or

   b. The animal attacked died as a result of the injuries it sustained during the attack.

5) The animal attacked or killed at the time of the incident was teasing, tormenting, abusing, or attacking the alleged dangerous animal or if the animal attacked was not a domestic animal;

6) The animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault;

7) The animal was injured and responding to pain;

8) The complaint filed against it is based solely on the animal's breed, size, or physical appearance; or

9) The attack, bite, or mauling occurred while the dog was being used by a peace officer for law enforcement purposes.

(o) If the local ~~health~~ animal authority or designee finds probable cause to believe that an animal was at-large and involved in an incident that led to the filing of a wild ~~dangerous~~ animal complaint, and if the animal is not already identifiable by microchip, the owner shall pay a fee to have a microchip implanted into the animal regardless of whether it is deemed a dangerous animal or not.

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

Sec. 4-2~~7~~8. Appeal process.

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

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

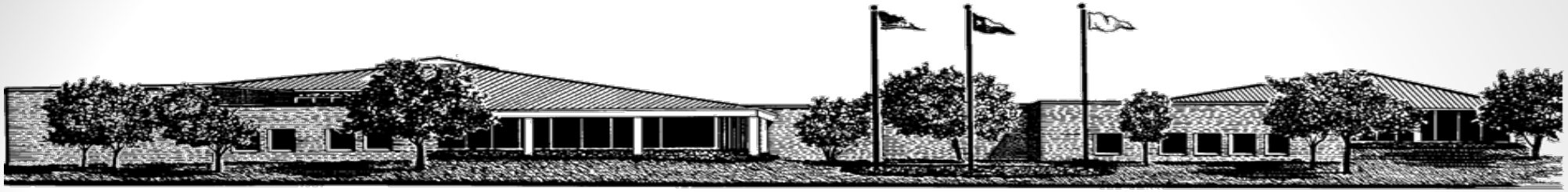
The decision of the ~~duly appointed representative of the~~ local ~~health~~ animal authority to deny, will be considered by the Zoning Board of Adjustment~~, fire chief, and the assistant city manager city secretary~~. If the Zoning Board of Adjustment upholds the denial, the applicant may re-apply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

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

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

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

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



City of Duncanville

ANIMAL ORDINANCE MODIFICATIONS

MAY 6, 2025

RON WILCOTS, ASSISTANT CHIEF OF POLICE
CHAD CHAMBERLAIN, SENIOR ANIMAL CONTROL OFFICER

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

CHAPTER 4
SECTION 4-10 DEFINITIONS

- Animal Appeals Board- Shall mean the five members of the Board of Adjustment
- Backyard ~~Chicken~~ Fowl – Shall mean chickens, hens, and roosters and does not include other fowl, such as, but not limited to peacocks, turkeys, or waterfowl
- Chicken Coop- Shall mean a covered, predator-resistant chicken house that is designed to be easily accessed, cleaned, and maintained, and meets all the specifications for a shelter, animal housing enclosure, and any other applicable requirements of this chapter
- Exercise Yard – "Shall carry the same meaning as Chicken Run" Shall mean an enclosure attached to a chicken coop that provides exercise for backyard fowl and is constructed to prevent the fowl from escaping such enclosure and offers protection from predators (backyard can be considered an exercise yard)

City of Duncanville

CHAPTER 4
SECTION 4-10 DEFINITIONS

- Inhabited Dwelling -(for this section) Shall mean a structure or part of a structure used as a home, residence or sleeping place by a person maintaining a household by two or more persons maintaining a common household, but does not include outbuildings, yard areas or other land associated with the structure
- Local ~~Health~~ Animal Authority- The chief of police is designated as the local animal authority and has authority to appoint representatives to enforce the provisions of this article
- Roosting Space – Coops shall have a minimum of ten (10) inches of roosting space for each backyard fowl kept

City of Duncanville



CHAPTER 4
SECTION 4-17 ANIMAL NUISANCE

- Recommended addition
  - (b) Any dog or cat that is impounded two (2) or more times in a calendar year may be declared a nuisance
  - The local animal authority shall make such determination of public nuisance and shall give notice to owner to abate such condition within 15 days
  - The notice will provide the owner or person in control with a warning stating pending consequences should the public nuisance not be abated within 15 days to include any of the following; impoundment, temporary or permanent removal from the city limits

CHAPTER 4
SECTION 4-17 ANIMAL NUISANCE

- During the 15 days, the owner or person in control may appeal the determination of the local animal authority to the municipal court
- If the municipal court judge finds that the animal is a continuing nuisance, the judge may uphold the local animal authority's decision and/or make their own final decision to include but not limited to; citation, impoundment, temporary or permanent removal from the city limits or prohibit ownership
- If the owner or person in control of the animal deemed a public nuisance appeals to the municipal court, they will have 48 hours to comply with any ruling

City of Duncanville

CHAPTER 4
SECTION 4-20a KEEPING OF BACKYARD ~~CHICKENS~~ FOWL

- This section guides how to apply for a permit, proper shelter, care, inspections, and training needed to own backyard ~~hens~~ fowl
- ~~Roosters are prohibited within City Limits~~
- Provide ~~one time proof of completion of an educational course approved~~ a signature, as proof, acknowledging receipt of educational material provided by the police department on backyard fowl care and sanitation

City of Duncanville

Fowl Per Square Footage Chart

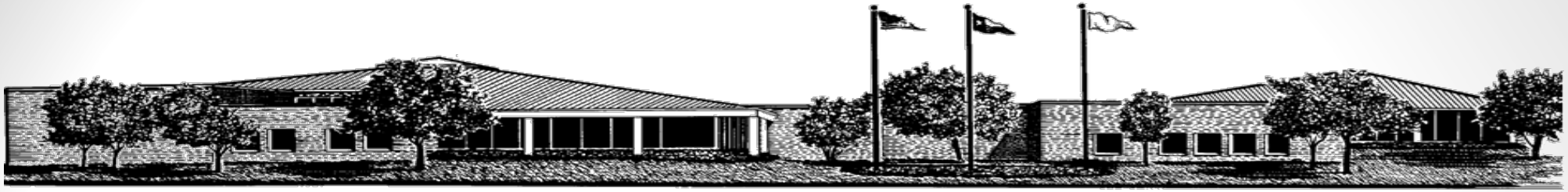
Number of fowl	*Minimum Acreage*	*Distance From Adjacent ~~Residential~~ Inhabited Dwellings*	*Distance from Property Line*
Up to 8	1/4	50ft.	10ft.
Up to 12	1/2	70ft.	15ft.
Up to 20	1	80ft.	20ft.
21-60	2	90ft.	25ft.
61 or more	3	150ft.	50ft.

City of Duncanville

CHAPTER 4
SECTION 4-20a KEEPING OF BACKYARD ~~CHICKENS~~ FOWL

- Backyard ~~hen(s)~~ fowl shall be kept within a secure animal housing enclosure that is constructed and maintained in compliance with all requirements of this chapter, all requirements for accessory buildings whether or not such permit is required and be located behind a fence ~~that is at least six (6) feet in height.~~
- Provide floorplans and side elevations for the proposed animal housing
- Provide a site drawing (site drawing does not have to be professionally engineered)

City of Duncanville



THANK YOU

MAY 6, 2025

RON WILCOTS, ASSISTANT CHIEF OF POLICE

CHAD CHAMBERLAIN, SENIOR ANIMAL CONTROL OFFICER

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

City of Duncanville

9

ORDINANCE NO. 2536

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

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

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

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

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

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

"CHAPTER 4

ARTICLE I. IN GENERAL

. . . . .

ARTICLE II. ANIMAL CONTROL

Sec. 4-10. Definitions.

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

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

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

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

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

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

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

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

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

(1) Rapidly produces unconsciousness and death without visible evidence of pain or distress, or

(2) Utilizes anesthesia produced by an agent which causes painless loss of consciousness, and death following such loss of consciousness.

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

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

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

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

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

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

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

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

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

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

(1) Locked;

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

(3) Capable of preventing the escape or release of a dog;

(4) Clearly marked as containing vicious dog; and

(5) In conformance with the requirements for enclosures established by the local animal authority.

Secure enclosure (Livestock):

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

(2) Capable of preventing the escape or release of the livestock;

(3) Has an attached, secured roof and , at minimum (3) sides to protect the livestock from weather and to provide shelter and protection from heat, cold, and other environmental conditions and must be adequately ventilated;

(4) Must have bedding material and large enough so that the livestock can enter, stand, turn around, and lie down but small enough to prevent the loss of body heat during cold weather;

(5) Is located a minimum of five (5) feet from any fence line or wall that abuts private property or a public area, and;

(6) Complies with all additional requirements as established and provided in writing to the owner by the local animal authority.

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

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

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

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

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

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

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

(1) Makes an unprovoked attack on a person that causes bodily injury in a place other than an enclosure in which such animal was being kept and that was reasonably certain to prevent such animal from leaving the secure enclosure on its own; or

(2) Commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that such animal will attack and cause bodily injury to that person; or

(3) An animal that is at large and commits an unprovoked attack on a domestic animal that causes the death of the attacked animal; or

(4) An animal that is at large and commits an unprovoked attack on a domestic animal that causes serious bodily injury to the attacked animal and the attacking animal has already committed at least one unprovoked attack on a previous occasion against a human being or domestic animal.

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

Sec. 4-11. Enforcement.

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

(b) The local animal authority, any peace officer or any animal control officer shall have the authority to issue citations for any violation of this article.

(c) If the person to be cited is not present, the local animal authority, any peace officer or any animal control officer may send the citation to the alleged offender by registered or certified mail.

(d) It shall be unlawful for any person to interfere with the local animal authority, or animal control officer in the performance of his duties.

(e) The local animal authority, any peace officer or any animal control officer shall have the authority to humanely euthanize or destroy any animal in accordance with the provisions of this article.

(f) The animal control officer or any peace officer shall have the authority to use a tranquilizer gun in the lawful discharge of his duties.

(g) Each twenty-four (24) hour period of violation, and each separate animal or condition in violation of any provision of this chapter, shall constitute a separate offense.

(h) The provisions of this article shall not apply, and it shall be a defense to the requirements set forth herein, if the animal is a dog owned or used by and under the supervision of a law enforcement agency or peace officer.

Sec. 4-12a. Running at Large.

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

(b) The local animal authority is authorized to impound such animals running at large.

Sec. 4-12b. Tethering Animals.

(a) A person commits an offense if he tethers an animal to a stationary object for any length of time except as allowed by subsections (b) and (c) of this section.

(b) Restraint on the owner’s property or for a lawful animal event, veterinary treatment, grooming, training, law enforcement activity, or when needed to

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

(1) The animal's owner maintains continuous, direct physical control of the animal throughout the period of restraint;

(2) The tether is attached to a properly fitting collar or harness and is not wrapped around the animal's neck. Choke or prong-type collars are prohibited;

(3) The tether is designed and placed in a manner to prevent entanglement or injury; and

(4) The tether does not allow the animal to move outside the person's property or come within ten (10) feet of public property if tethered outside a fenced area.

(c) A "skyline" type aerial trolley consisting of a line that is strung between two (2) fixed points that are at least twenty (20) feet apart with a down line that is at least five (5) feet in length is allowed as long as the requirements of subsections 4-12b(b)(2), (b)(3), and (b)(4) are met and the animal is enclosed behind a fence of adequate size and strength capable of preventing the general public, including children, and other animals from entering the area.

Sec. 4-13. Animal Vaccination.

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

(b) *Certificate of vaccination.* Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat, as evidence thereof, a certificate upon a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy. Such certificate shall contain the following information:

(1) The name, address and telephone number of the owner of the vaccinated dog or cat.

(2) The date of the vaccination.

(3) The type of rabies vaccine used.

(4) The year and number of rabies tags.

(5) The breed, age, color and sex of the vaccinated dog or cat.

(c) *(Reserved)*.

(d) *(Reserved)*.

(e) *Proof.* It shall be unlawful for any person who owns or harbors a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this article.

(f) *Harboring unvaccinated animals.* It shall be unlawful for any person to harbor any dog, cat or any other animal which has not been vaccinated against rabies, as provided herein, or which cannot be identified as having a current vaccination certificate.

(g) *Animals exposed to rabies.* Any person having knowledge of the existence of any animal known to have been or reasonably believed to have been exposed to rabies must immediately report such knowledge to the local animal authority or animal control or peace officer, giving any information which may be required. For any animal known to have been or reasonably believed to have been exposed to rabies, the following is required:

(1) Animals having current vaccination must be revaccinated immediately and confined according to the method prescribed by the local animal authority for a period of less than 90 days.

(2) Animals not having a current vaccination should be humanely euthanized. However, if the owner of such animal elects, he may, at his expense and in a manner prescribed by the local animal authority, confine said animal. Such animal must be vaccinated immediately following exposure and quarantined for not less than six months. A revaccination shall be done one month prior to release from quarantine.

(3) Animals may be humanely euthanized.

Sec. 4-14. Reporting Animal Bites.

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

(b) The owner of an animal that is reported to be rabid or reported to have been exposed to rabies or that the owner knows or reasonably believes to be rabid or to have been exposed to rabies shall submit the animal for quarantine to the local animal authority prescribed in section 4-15.

(c) The incident and animal shall be reported to the local animal authority, as soon as possible, but no later than 24 hours from the time of the incident.

(d) The local animal authority will investigate each bite incident, utilizing standardized reporting forms provided by the Texas Department of Health.

Sec. 4-15. Animal Quarantine.

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

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

(1) Secure facilities must be available at the home of the animal's owner, and must be approved by the local animal authority.

(2) The animal was currently vaccinated against rabies at the time of the incident.

(3) The local animal authority or a licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the local animal authority must be notified by the person having possession of the animal. At the end of the observation period, the release from quarantine must be accomplished in writing.

(4) The animal was not running at large at the time of the bite.

(b) If the animal cannot be maintained in a secured quarantine it shall be humanly destroyed and the brain submitted to a Texas Department of Health certified laboratory for rabies diagnosis.

(c) It shall be unlawful for any person to interrupt the ten-day observation period.

(d) No wild animal will be placed in quarantine. All wild animals involved in biting incidents will be humanely euthanized in such a manner that the brain is not mutilated. The brain shall be submitted to a Texas Department of Health certified laboratory for rabies diagnosis.

(e) The owner of an animal that is quarantined under this article shall pay to the local animal authority the reasonable costs of the quarantine, care, treatment and disposition of the animal, and the local animal authority may sell and retain proceeds to keep, grant or destroy the animal that the owner or custodian does not take possession of on or before the third day following the final day of quarantine.

Sec. 4-16. Reserved.

Sec. 4-17. Animal Nuisance.

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

(a) The keeping of any animal which causes loud and unusual or frequent barking, howling or other noise that disturbs the peace and quiet of any person of ordinary sensibility.

(b) Any dog or cat that is impounded two (2) or more times in a calendar year may be declared a nuisance.

(c) The keeping of any animal in such a manner as to endanger the public health; to annoy neighbors by the accumulation of animal wastes which cause foul and offensive odors, or is considered to be a hazard to any other animal or human being.

(d) The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger personal health and welfare or the keeping of any animal in such a manner to deny the lawful use of adjacent property, public property, or to endanger personal health and welfare.

(e) Any animal pens, stables or enclosures and property not kept free from carrion or any putrescible material.

(f) It shall be unlawful and an offense for any person controlling to permit, either willfully or through failure to exercise due care or control, any dog or animal to defecate upon any private property other than the premises of the owner, handler or controller of such animal. It shall also be unlawful and an offense for any person to fail to promptly remove and dispose of, in a sanitary manner, feces left by a dog or cat or other animal being handled or controlled by that person upon any property other than the premises of the owner, handler or controller of such animal.

(g) Any house, building, business, lot, yard, pen, enclosure or ground in which an animal is kept that is unsanitary or offensive to a person of ordinary sensibility residing in the vicinity thereof, or to the public at large.

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

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

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

(a) A justice court, county court, or municipal court shall order the local animal authority to seize an animal and shall issue a warrant authorizing the seizure:

(1) On the sworn complaint of any person, including the county attorney, the city attorney, or a peace officer, that the animal has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person; and

(2) On a showing of probable cause to believe that the animal caused the death of or serious bodily injury to the person as stated in the complaint.

(b) The local animal authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions until the court orders the disposition of the animal.

(c) *Hearing*.

(1) The court shall set a time for a hearing to determine whether the animal caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person. The hearing must be held not later than the tenth day after the date on which the warrant is issued.

(2) The court shall give written notice of the time and place of the hearing to:

a. The owner of the animal or the person from whom the animal was seized; and

b. The person who made the complaint.

(3) Any interested party, including the county attorney or city attorney, is entitled to present evidence at the hearing.

(4) The court shall order the animal destroyed if the court finds that the animal caused the death of a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:

a. Its owner;

b. The person from whom the animal was seized; or

c. Any other person authorized to take possession of the animal.

(5) The court may order the animal destroyed if the court finds that the animal caused serious bodily injury to a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:

a. Its owner;

b. The person from whom the animal was seized; or

c. Any other person authorized to take possession of the animal.

(6) The court may not order the animal destroyed if the court finds that the animal caused the serious bodily injury to a person by attacking, biting, or mauling the person and:

a. The animal was being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and:

1. The enclosure was reasonably certain to prevent the animal from leaving the enclosure on its own and provided notice of the presence of an animal; and

2. The injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred;

b. The animal was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;

c. The attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the animal for law enforcement purposes;

d. The animal was defending a person from an assault or person's property from damage or theft by the injured person; or

e. The injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering.

(d) *Destruction of animal*. The destruction of an animal under this subchapter must be performed by:

(1) A licensed veterinarian;

(2) Personnel of a recognized animal shelter or humane society who are trained in the humane destruction of animals; or

(3) Personnel of a governmental agency responsible for animal control who are trained in the humane destruction of animals.

(e) *Provocation or location of attack irrelevant*. Except as provided by subsection (c)(6), this subsection applies to any animal that causes a person's death or serious bodily injury by attacking, biting, or mauling the person, regardless of whether the animal was provoked and regardless of where the incident resulting in the person's death or serious bodily injury occurred.

(Ord. No. 2036, § 1, 9-18-07)

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

Sec. 4-18a. Vicious Animals.

(a) *Reporting of incident to municipal court.*

(1) A person may report an incident described by section 4-10, “Vicious animal”, to the city municipal court. The owner of the dog shall deliver the dog to a representative of the local animal authority not later than the fifth (5) day after the date on which the owner receives notice that the report has been filed. The local animal authority may provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.

(2) If the owner fails to deliver the dog as required by subsection (b) [(c)(1)], the court shall order the local animal authority to seize the dog and shall issue a warrant authorizing the seizure. The local health authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog. The owner shall pay any cost incurred in seizing the dog.

(3) The court shall determine, after notice and hearing as provided in section 4-18(c), whether the dog is a vicious animal.

(4) The court, after determining that the dog is a vicious animal, may order the local animal authority to continue to impound the vicious animal in secure and humane conditions until the court orders disposition of the dog under subsection (a) and the dog is returned to the owner or destroyed.

(5) The owner shall pay a cost or fee assessed under subsection (c)(4).

(b.) *Determination that animal is vicious.*

(1) If a person reports an incident described by this article, the local animal authority may investigate the incident. If, after receiving the sworn statements of any witnesses, the local animal authority determines the animal is a vicious animal, it shall notify the owner of that fact.

(2) An owner, not later than the 15th day after the date the owner is notified that an animal owned by the owner is a vicious animal, may appeal the determination of the local animal authority to a justice, county, or municipal court of competent jurisdiction.

(3) To file an appeal under Subsection (2), the owner must:

a. file a notice of appeal of the local animal authority's vicious animal determination with the court;

b. attach a copy of the determination from the local animal authority; and

c. service a copy of the notice of appeal on the local animal authority by mailing the notice through the United States Postal Service.

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

(1) Not later than the 30th day after a person learns that the person is the owner of a vicious animal, the person shall:

a. Register the vicious animal with the local animal authority for the city in which the animal is kept;

b. Restrain the vicious animal at all times on a leash in the immediate control of a person or in a secure enclosure;

c. Obtain liability insurance coverage or show financial responsibility in an amount of at least $100,000.00 to cover damages resulting from an attack by the vicious animal causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to include the name, address, and phone number of the insurance company, to the local animal authority for the area in which the dog is kept; and

d. Comply with the following regulations:

1. That the animal shall be kept in a locked and secured enclosure; and

2. That the owner post a conspicuous notice that a vicious animal is located on the premises.

(2) The owner of a vicious animal who does not comply with subsection (a) shall deliver the animal to a representative of the local animal authority not later than the 30th day after the owner learns that the animal is vicious.

(3) If, on application of any person, a justice court, county court, or municipal court finds, after notice and hearing as provided by Section 4-18(c), that the owner of a vicious animal has failed to comply with subsection (1) or (2), the court shall order the local animal authority to seize the animal and shall issue a warrant authorizing the seizure. The authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions.

(4) The owner shall pay any cost or fee assessed by the municipality or county related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the municipality may prescribe by resolution the amount of the fees.

(5) The court shall order the local animal authority to humanely destroy the animal if the owner has not complied with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the local animal authority. The court shall order the local animal authority to return the animal to the owner if the owner complies with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the local animal authority.

(6) The court may order the humane destruction of a dog if the owner of the animal has not been located before the 15th day after the seizure and impoundment of the animal.

(7) For purposes of this section, a person learns that the person is the owner of a vicious animal when:

a. The owner knows of an attack described in this article;

b. The owner receives notice that a justice court, county court, or municipal court has found that the animal is a vicious animal under section 4-18a; or

c. The owner is informed by the local animal authority that the animal is a vicious animal under this article.

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

(a) Prior to relocating, transferring ownership, offering to transfer ownership, or otherwise moving or offering to move in any way a registered vicious animal, either inside or outside the city limits, the owner shall notify the local animal authority in writing of his intention. If ownership is to be transferred, the notification shall include the name and address of the proposed new owner of the animal.

(b) If ownership of the animal is being transferred to a person who resides within the city limits of Duncanville, the new owner will be required to provide proof to the local animal authority of complying with all provisions of this chapter before the animal can be moved from the previous owner's custody.

(c) If the animal is being moved outside the city limits, the owner must provide, in writing to the local animal authority, proof that the new owner has alerted the agency responsible for animal services in that area.

(d) A person commits an offense if he fails to comply with the requirements of Section 4-18C.

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

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

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

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

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

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

Sec. 4-19. Prohibited animals.

(a) It shall be unlawful for any person to keep or harbor any wild animal within the city. It shall be unlawful for any person to keep or harbor a wild animal within the city, except as authorized below.

(b) A wild animal permit for the keeping or harboring of wild animals may be obtained from a duly appointed representative of the local animal authority for the following exceptions:

(1) Animals being kept in a public zoo.

(2) Wild animals being kept for the purpose of scientific research or public or private primary or secondary schools.

(3) Wild animals performing in an animal exhibition, rodeo, or circus, of which the animal is an integral part, if the animal is restrained from inflicting injury upon persons, property, or other animals and adequate provisions are made for the care and protection of the animal.

(4) Wild animal being kept as a pet provided the animal is not generally considered by the representative of the local animal authority to be dangerous or predatory and does not pose a threat to the general public or emergency service personnel.

(c) *Permit.* A permit, as authorized in this section, shall be issued by the local animal authority.

(d) *Fee for permit.* The fee for a permit as authorized herein shall be as determined by resolution of the city council, and the permit shall be valid for a designated period of time as established by the local animal authority. Prior to the renewal of any permit, the local animal authority or his designee shall review such application and make a decision regarding the approval thereof. In the event the application for a permit is denied by the local animal authority, an appeal may be taken as provided in this article by the applicant.

(e) It will be unlawful for a permitted wild animal to run at large.

(f) Subsections (a) through (d) inclusive of section 4-19 shall not apply to a person, firm or corporation engaged in the commercial business of selling wild animals, as defined by the subsections of 4-19.

(1) A person who sells a wild animal in the city shall:

a. Obtain a wild animal permit for each species being sold (not each individual animal) through the local animal authority. If the permit is denied, the seller may appeal to the Animal Appeals Board as provided herein (Sec. 4-28).

b. Receive all wild animal permits before animals can be kept on premises of the seller.

c. Notify the purchaser in writing that it is necessary to obtain a wild animal permit from the city in order to keep such wild animal within the limits of the city.

d. Permit. A permit, as authorized in this section, shall be issued by the local animal authority or designee.

e. Fee for permit. The fee for a permit as authorized herein shall be determined by resolution of the city council, and the permit shall be valid for a designated period of time as established by the local animal authority, but shall not be valid for more than one year. Prior to the renewal of any permit, the local animal authority shall review such application and make a decision regarding the approval thereof. If the renewal of the permit is denied by the local animal authority, an appeal may be taken as provided in this article by the applicant.

(g) Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least one hundred thousand dollars ($100,000.00) to cover damages resulting from an attack by the wild animal

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

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

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

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

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

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

(b). A person desiring to keep poultry pursuant to this section must first apply for a backyard fowl permit from the local animal authority. In addition to paying a non-refundable application fee (if a fee is required) in an amount established from time to time by resolution of the city council at the time of filing, the applicant shall also:

(1) Submit a complete permit application on a form provided by the Police Department;

(2) Provide floorplans and side elevations for the proposed animal housing enclosure or if a commercially available coop is acquired, the manufacturer, model, and size of the coop;

(3) Provide a site drawing showing the proposed location for the animal housing enclosure that includes all property lines, building lines, setbacks, and other structures located on the property (site drawing does not have to be professionally engineered);

(4) Provide written, notarized authorization from the property owner allowing backyard fowl if the applicant is a person other than the owner of the property on which the backyard fowl will be kept; and

(5) Provide a signature, as proof, acknowledging receipt of education material provided by the police department on backyard fowl care and sanitation.

(c) Prior to the issuance of a backyard fowl permit, a site inspection shall be conducted to verify compliance with the requirements of this section. Applicants who provide proof of having a current backyard fowl permit, who have not obtained additional animals since their last inspection and have had no verified complaints and/or enforcement actions for violating this chapter during the preceding twelve (12) months, may be issued a permit without inspection. The department may require an inspection during reasonable hours at the department's discretion regardless of the applicant's history.

(d) All backyard fowl permits issued under this section shall be valid for one (1) year from the date of issuance. No more than one (1) backyard fowl permit may be issued for any individual property, tract or residential lot. The permit is nontransferable and shall be valid only for the applicant and location for which it was originally issued. In the event the permit holder no longer resides at the property for which the permit was issued or ceases to harbor or keep backyard fowl on the property, the permit terminates without refund.

(e) A person commits an offense if he fails to comply with any of the following restrictions:

(1) Backyard fowl shall be kept within a secure animal housing enclosure that is constructed and maintained in compliance with all requirements of this chapter, all requirements for accessory buildings, whether or not such permit is required, and be located behind a fence. Backyard fowl shall be kept at all times within the secure animal housing enclosure except:

a. When being removed to be transported to, or returned from, a location off of the property;

b. During daylight hours when they are under the direct supervision of an adult, backyard fowl may roam in a yard provided that it is enclosed by a perimeter fence;

c. When being temporarily confined in a garage or indoor space during periods of extreme cold or brooding.

(2) Coops must provide no less than four (4) square feet of area per backyard fowl and the exercise yard must provide no less than eight (8) square feet of area per backyard fowl.

(3) Coops shall have a minimum of ten (10) inches of roosting space for each backyard fowl kept;

(4) There shall be at least one (1) nesting box for every four (4) fowl kept;

(5) Hay, grain, feed, and all other food sources must be stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects;

(6) Manure and soiled bedding material must be immediately disposed of, properly composted, or stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects at least once every 48 hours;

(7) Food scraps, kitchen scraps, or other perishable food items cannot be fed on the ground or in any container other than an impervious container or on an impervious platform;

(8) No backyard fowl, eggs, meat, or manure, or any other fowl byproducts shall be sold commercially (e.g., to third parties at a retail, wholesale level, or online) from the property;

(9) All backyard fowl must have their wings properly clipped and maintained so as to prevent them from flying over the fence.

(f) A person commits an offense if the person is a holder of a backyard fowl permit and he refuses, upon request by a representative of the local animal authority during reasonable hours, to make his animals, premises, facilities, equipment, and any necessary registrations or permits, available for inspection.

(g) A person commits an offense if the person is a holder of a backyard fowl permit, and he refuses to show his permit upon request by a representative of the local animal authority.

(h) A person commits an offense if he harbors backyard fowl without first obtaining a valid backyard fowl permit.

(i) This section shall not supersede, replace, or have control over any recorded deed restrictions, covenants, homeowner association rules, or other applicable restrictions that prohibit the keeping of backyard fowl on such property.

Sec. 4-21. Livestock.

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

(1) Upon initial application or renewal, the owner is required to schedule an inspection of the property with the animal services department within 30 days.

(2) If upon completion of the inspection, the premises are found to be in violation of one or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a re-inspection date for violation to be corrected.

(3) Upon receiving the application, the local animal authority shall send a notice to all property owners within 75 feet of the applicant's property. This notice will provide the person with contact information to provide approval or objection to the permit. The adjacent property owners shall have ten business days to respond. If no response is received, that will be deemed consent.

(4) In the event the local animal authority denies such permit, an appeal may be taken as provided in this article by the applicant regarding the decision of the local animal authority.

(b) It shall be unlawful for any person to keep any livestock in an area wherein there is less than 5,000 square feet for each animal so kept.

(c) The provisions of subsections (a) and (b) shall not apply to any property adjacent to property or acreage not subdivided or platted.

(d) No livestock impounded by virtue of this section shall be released to the owner until all costs and fees prescribed by this section have been paid and until the person applying for the release of such livestock signs an affidavit that he is the owner of the livestock and entitled to possession thereof.

(e) Any livestock found running at large shall be impounded by the local animal authority.

(f) Any livestock found running at large that cannot be captured, or after being impounded by the local animal authority, may be released to the Sheriff of Dallas County at any time.

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

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

(a) *Limitation on cats:*

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

a. *Adult cat* shall mean any cat which is more than six months of age.

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

c. *Litter* shall mean one or more kittens under six months of age.

(2) It shall be unlawful for any person to keep within the city, in any residential district, more than four adult cats on a residential lot of 10,000 square feet or less, provided however, such person may keep an additional adult cat for each additional 5,000 square feet of lot area. Each residence owner or occupant shall be permitted to keep one litter only.

(3) Notwithstanding the provisions of subsection (a)(2) above, any person who desires to keep more than four adult cats and one litter at the same time shall apply to the local animal authority for a special permit to keep the same. The applicant shall provide the local animal authority with satisfactory proof from the owners of all property within 25 feet of the applicant's property that there is no objection to issuance of the permit, and shall pay to the city a fee as may be determined by the local animal authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any permit, the local animal authority shall review such application and make a decision regarding the approval thereof. Should any complaint be received by the local animal authority during the preceding permit period, signatures will be required from the surrounding property owners as required for the initial permit. In the event the local animal authority denies or grants such permit, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local animal authority.

(b) *Limitation on dogs:*

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

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

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

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

(2) It shall be unlawful for any person to keep within the city, in any residential district, more than four adult dogs on a residential lot of 10,000 square feet or less, provided, however, such person may keep one additional adult dog for each additional 20,000 square feet of lot area. Each residence owner or occupant shall be permitted to keep one litter only.

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

Sec. 4-23. Impoundment.

(a) The following animals map be impounded:

(1) Cats and dogs not exhibiting evidence of vaccination.

(2) Any animal infected or kept under conditions which could endanger the public or animal health.

(3) Any animal that creates a nuisance as defined in section 4-17.

(4) Any animal running at large.

(5) Any animal treated in a manner determined to be prohibited by Section 42.10 of the Texas Penal Code.

(6) Any animal that has bitten a human being or requires observation for rabies determination, as determined by the local animal authority.

(7) Any animal violating any provision of this chapter.

(b) If any animal is found upon the premises of any person, that person shall have the right to confine such animal in a humane manner until the local animal authority can impound such animal. When so notified, it shall be the duty of the local animal authority to have such animal impounded as herein provided.

(c) Reasonable effort shall be made by a local animal authority to contact the owner of any impounded animal which is wearing a current vaccination tag; however, final responsibility for location of an impounded animal is that of the owner.

(d) The owner can regain possession of an impounded animal upon payment of impoundment fees, handling fees and any veterinarian bills incurred by the local animal authority for the welfare of the animal, and upon compliance with the vaccination provisions of this Code, except where prohibited in (e) and (f) below.

(e) Disposition of animals impounded on the grounds of cruel and inhumane treatment shall be determined by the court of jurisdiction.

(f) If any animal is being held under quarantine, the owner shall not be entitled to possession until release from quarantine.

(g) The city manager shall select and establish a place for impounding all animals impounded under any provision of this article.

(h) Any animal, except vicious or wild animals, not reclaimed by the owner may be humanely euthanized after being impounded for 72 hours, except that any animal wearing a current vaccination tag shall be impounded for six days prior to its destruction.

(i) Any impounded vicious or wild animal, unless there is reason to believe that it has an owner, may be immediately disposed of as may be deemed appropriate by the local animal authority.

(j) Any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, may be immediately euthanized to prevent further suffering.

(k) Any owner who no longer wishes responsibility for an animal, other than an ill or injured animal, may sign a written waiver supplied by the local animal authority allowing the animal to be immediately euthanized in a humane manner, provided that no dog or cat that has bitten a human being shall be euthanized before the

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

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

Sec. 4-24. Adoption.

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

(a) The animal has been classified as adoptable by the Tri-Cities Animal Shelter.
(b) The prospective adopter has proper facilities to care for the animal.

(c) The prospective adopter ensures all necessary vaccinations are provided.

(d) The prospective adopter shall have any dog or cat spayed or neutered within 30 days after adoption or the local animal authority shall have the right of immediate return of the animal to the animal shelter; provided the local animal authority shall allow additional time in the case of dogs or cats less than six months of age.

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

Sec. 4-25. Purchase.

(a) The purchaser of any dog or cat from the Tri-Cities Animal Shelter, other shelter, store, breeder, or the bringing of any dog or cat into the City, must have it vaccinated within seven (7) days after purchase or the local animal authority shall have the right of immediate return of the animal to the animal shelter; provided, the local animal authority shall allow additional time in the case of a dog or cat less than six months of age.

(b) Tri-Cities Animal Shelter personnel or a representative of the local animal authority may refuse to allow the purchase of a cat or dog by a person whom he has reason to believe:

(1) Would not be able to obtain a vaccination certificate.

(2) Would not have proper facilities to contain or care for the animal, as required by the Code.

(3) Wants the dog or cat for the purpose of resale or for purposes other than pet ownership.

(4) There are reasonable grounds to believe the animal would be subjected to abandonment or cruelty.

Sec 4-26. WILD ANIMAL PERMITTING.

(a) The hearing before the local animal authority or designee to determine if an animal is a wild animal shall be conducted within twenty (20) business days after receipt of the sworn complaint, impoundment, or seizure of the animal, whichever occurs later.

(b) Notice of the hearing before the local animal authority or designee shall be provided by the local animal authority or his designee to the owner of the animal and all complainants who provided a sworn complaint by certified mail, return receipt requested or by personal service. At the hearing before the animal services director or designee, any interested party, including the city attorney or his or her designee, shall be given opportunity to present evidence on the issue of whether the animal is dangerous.

(c) Upon conclusion of a hearing to determine if an animal is a wild animal, the local animal authority or designee may find that the animal is not wild and order that it be promptly returned to its owner's custody after all impound and board fees have been paid. The local animal authority or designee shall have the authority to refund, reduce, or waive any fees incurred to the owner.

(d) If the local animal authority or designee makes a finding that the animal meets the definition of a wild animal as described in section 4-1 of this chapter and that the destruction, removal, or registration of the animal is necessary to preserve the public health, safety, or welfare, then the local health authority or designee shall order one (1) of the following:

1) Euthanasia of the wild animal:

a. shall be ordered if the local animal authority or designee makes a finding that the animal caused the death of a person;

b. may be ordered if the local animal authority or designee makes a finding that the animal caused serious bodily injury or bodily injury to a person;

c. may be ordered if the local animal authority or designee makes a finding that the animal was outside its enclosure or yard and caused serious bodily injury or death to another animal;

d. may be ordered if the local animal authority or designee makes a finding that the animal was outside its enclosure or yard and caused bodily injury to another animal and has made at least one (1) unprovoked attack against an animal or person on a previous occasion;

e. may be ordered if the owner of the animal requests euthanasia of the animal.

2) Removal of the wild animal from within the city limits.

a. Prior to the release of the animal from quarantine, the owner shall make the animal available to the animal services facility for scanning of the microchip implanted in the animal and provide to the local animal authority or designee, in writing, all of the following:

1. The destination address of where the animal is to reside and the name of the person who will have care, custody, or control of the animal at the destination address;

2. Proof that the owner has alerted the agency responsible for animal services in that area; and

3. Proof that a microchip has been implanted into the animal.

b. A person commits an offense if he removes the animal from the city under this section and fails to:

1. Implant a microchip in the animal; or

2. Provide proof of the implanting of the microchip; or

3. Make the animal available for scanning.

c. A person commits an offense if he removes the animal from a state-approved quarantine facility prior to complying with the notice requirements in this article.

d. A person commits an offense if he allows an animal that has been determined to be a wild animal and ordered to be removed from the city limits to return to the city limits.

3) Return to the owner as a registered wild animal after the owner demonstrates compliance with this chapter and the following requirements. The owner shall

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

a. Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least one hundred and fifty thousand dollars ($100,000.00) to cover damages resulting from an attack by the wild animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file at the Tri-Cities animal facility;

b. Registering the wild animal with the City of Duncanville by providing the name and address of the owner; the breed, age, sex, color and any other identifying marks of the animal; the address where the animal is to be kept; and at least two (2) color photographs that clearly identify the wild animal taken not earlier than the 30th day before the date the application was filed;

c. Provide proof of animal sterilization;

d. A photograph and a statement of the dimensions of the secure enclosure in which each animal is to be kept and a scale diagram of the premises where each animal will be kept, including the location of any perimeter fencing and any residence on the premise;

e. Post and maintain signs giving notice of a wild animal in the area or on the premises in which the animal is confined. The signs shall be conspicuously posted at both the front and rear property entrances and shall bear letters not less than two (2) inches high, stating "WILD ANIMAL ON PREMISES";

f. Provide and maintain on the animal a fluorescent yellow collar visible at fifty (50) feet in normal daylight with an attached tag provided by the department to the collar that is worn at all times so that the animal can be easily identified;

g. Implant and maintain a microchip into the animal and register it for life with the department and a recognized national registry;

h. Provide written notice of the animal's designation as vicious to the owner or landlord of the property where the animal will be kept; and

i. Pay the appropriate wild animal annual permit fee.

j. Statement signed by a veterinarian licensed to practice in this state stating that the veterinarian:

1. Inspected each animal being registered not earlier than the 30th day before the date of the filing of the renewal application; and

2. Finds that the care and treatment of each animal by the owner meets or exceed the standards prescribed under this chapter.

(e) The owner shall have thirty (30) days from the determination by the local animal authority or designee that the animal is wild to comply with all of the required conditions as set forth by this chapter and the order of the local health authority or designee, unless the determination is appealed pursuant to V.T.C.A. Health and Safety Code, § 822.0421, as amended. If the owner fails to provide proof of compliance with all of the requirements in the order, and the order is not appealed pursuant to V.T.C.A. Health and Safety Code, § 822.0421 as amended, the wild animal may be euthanized on the thirty-first (31st) day following the order of the local animal authority or designee.

(f) A person commits an offense if he allows an animal that has been determined to be a wild animal to be kept or remain in any duplex or in any multi-family, residentially zoned property.

(g) A person commits an offense if he allows an animal that has been determined to be a wild animal to be kept or remain on a porch, patio, or in any part of a house or structure that would allow the animal to exit of its own volition.

(h) A person commits an offense if he allows an animal that has been determined to be a wild animal to be kept in a house or structure when any window is open or when any screen window or screen door is the only obstacle preventing the animal from exiting the structure.

(i) A person commits an offense if he allows an animal that has been determined to be a wild animal to be outside of the owner's residence or its secure enclosure unless the animal is under continuous direct physical control by a person of competent mental and physical ability to restrain the animal under all circumstances.

(j) A person commits an offense if he allows an animal that has been determined to be a wild animal tethered to an inanimate object, including, but not limited to a tree, post, or building, for any length of time.

(k) A person commits an offense if he allows an animal that has been determined to be a wild animal to be outside its secure enclosure without being securely fitted with a muzzle that will prevent the animal from biting other animals or human beings without causing injury to the animal or interfering with its vision or respiration.

(l) A person commits an offense if he is the owner of a permitted wild animal and refuses, upon request by the department, to make his animal, premises, facilities, equipment, and any necessary permits available for inspection at any reasonable time.

(m) A person commits an offense if he is the owner of a wild animal, and he fails to maintain the requirements in this article for the remainder of the animal's life.

(n) No domestic animal may be found to be a wild animal if the local animal authority or designee finds sufficient evidence that:

1) The threat, injury, or damage was sustained by a person who at the time was committing or attempting to commit a willful trespass or other tort upon the premises occupied by the owner of the animal;

2) The person was teasing, tormenting, abusing, or assaulting the animal or has in the past been observed to have teased, tormented, abused, or assaulted the animal;

3) The person attacked was committing or attempting to commit a crime;

4) The animal attacked was at large at the time of the incident unless the attacking animal was also at large at the time of the incident and:

a. The attacking animal has committed an unprovoked attack on another person or animal on at least one (1) previous occasion; or

b. The animal attacked died as a result of the injuries it sustained during the attack.

5) The animal attacked or killed at the time of the incident was teasing, tormenting, abusing, or attacking the alleged dangerous animal or if the animal attacked was not a domestic animal;

6) The animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault;

7) The animal was injured and responding to pain;

8) The complaint filed against it is based solely on the animal's breed, size, or physical appearance; or

9) The attack, bite, or mauling occurred while the dog was being used by a peace officer for law enforcement purposes.

(o) If the local animal authority or designee finds probable cause to believe that an animal was at-large and involved in an incident that led to the filing of a wild animal complaint, and if the animal is not already identifiable by microchip, the owner shall pay a fee to have a microchip implanted into the animal regardless of whether it is deemed a dangerous animal or not.

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

Sec. 4-27. Appeal process.

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

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

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

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

Sec. 4-28. Fees.

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

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

SECTION 2. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 3. That all provisions of the Ordinances of the City of Duncanville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all

other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Duncanville, Texas, shall be punished by a fine not to exceed the sum of Five Hundred Dollars ($500.00) for each offense. Every day a violation occurs shall constitute a separate offense.

SECTION 5. This Ordinance shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of May 2025.

APPROVED

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Consider Resolution 2025-466 approving an Amendment of an Economic Development Incentive Agreement by the Duncanville Community & Economic Development Corporation (DCEDC) with BCVCR Holdings, LLC and Pegasus Bank.

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:
Victor M. Barrera, Economic Development Director

BACKGROUND/HISTORY:
Owner, Matt Balke, of BCVCR Holdings, LLC, is requesting an amendment to the Economic Development Incentive Agreement previously approved by the DCEDC. Mr. Balke was previously awarded $300,000.00 for the acquisition and interior and exterior renovations necessary to open a new restaurant (Encina) in Duncanville. Since approval of the grant award, Mr. Balke has been having difficulty securing a commercial loan, and despite all his efforts, the project costs have increased. A new lender has been identified who is willing to provide the loan, but an additional $75,000 is necessary for loan approval. The closing for the property has been scheduled for May 15, 2025. Approving the extra monies will provide the additional financial support required to proceed with the project.

The proposed restaurant is anticipated to generate $34,000 in sales tax ($1.7M sales) and is projected to generate $48,000 by the third year (2.4M sales).

POLICY EXPLANATION:

The DCEDC unanimously approved an amendment to the Economic Development Incentive Agreement with BCVCR Holdings, LLC and Pegasus Bank which included the additional request for funds, change of ownership, project completion, etc. at their regularly scheduled meeting on Monday, April 28, 2025. The Incentive Agreement amendment requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 - Development Incentives - 708501 - Economic Development Incentives

Available Budget	Purchase Amount	After Encumber
$669,069	$75,000	594,069

ACTION ALTERNATIVES:
1. Approve the amendment to the DCEDC Incentive Agreement.
2. Deny the amendment to the DCEDC Incentive Agreement.
3. Other actions as directed by Council.

ATTACHMENTS:
Duncanville.Eco Dev Incentive Agreement DCEDC and BCVCR
Resolution No. - 2025-466 - Approval of Amendment to Incentive Agreement with BCVCR Holdings LLC and Pegasus Bank
Encina Restaurant - Drawings

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 Patrick Harvey, its duly authorized DCEDC President; ~~Cortina Worldwide~~, BCVCR Holdings, LLC (the "Applicant"); and Pegasus Bank ("Lender").

RECITALS

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

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their property located at 220 N. Main Street, Duncanville, Texas 75116 hereinafter known as the "Project"; and

WHEREAS, the incentive funds shall be provided as a forgivable loan grant to Applicant (as more specifically described below), and are to be utilized for qualified expenditures on related to redevelopment and beautification in the amount of Three Hundred Fifty Seventy Five Thousand Dollars ($375,000.00); and

WHEREAS, the improvements shall mean improvements to the Project, such as (but not necessarily including): to the façade (e.g. paint), architecture, signage, parking lot pavement, landscaping, demolition, remodeling, re-development, and roof repair and replacement for the Project (see Applicant's application for more specific reference to intended uses); and

WHEREAS, forgiveness of incentive funds described in this agreement is conditional on the Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances and remaining in business for the agreed compliance period; and

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

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

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

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **December 1, 2035**, unless otherwise terminated as provided for in this agreement; and, the compliance provisions of this agreement shall service for a period of (10) years from the effective date.

ARTICLE III. GRANT

3.01. **Economic Development Incentives**.

As an economic development incentive grant to assist the Applicant located at 220 N. Main Street in Duncanville, Texas, the DCEDC agrees to provide a forgivable loan incentive grant in the amount of Three Hundred Seventy Five Thousand Dollars ($375,000.00) for improvements to the building located at said address, occupied by the Applicant subject to the terms and conditions set forth in this Agreement (the "Grant"). Grant funds will be made immediately available at the closing of property purchase to the Lender as a forgivable loan grant to Applicant. Nothing contained herein shall constitute a contract for goods or services under the law.

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

3.03 Upon execution of this agreement, funds in the amount of Three Hundred Thousand Dollars ($300,000.00) will be provided to Lender to be disbursed on behalf of Applicant for payment for redevelopment and improvements as described herein. Draws on the funds shall be dispersed when the bank is presented proof of actual costs of redevelopment and improvements in the form of receipts and/or bid proposals and/or form of Draw Request provided and approved by Bank accompanied with an affidavit of payments made with each draw request. ~~.~~ Seventy Five Thousand Dollars ($75,000.00) will~~shall~~ be deposited in a separate ~~escrow~~ account on

behalf of Applicant with the Lender and shall be available to Applicant immediately upon the presentation of a Certificate of Occupancye ("CO") for the property.

3.04 So long as the Covenants of Applicant outlined under Article IV herein continue to be met, the indebtedness of Applicant for the forgivable loan incentive grant shall be reduced annually on the anniversary of the execution of this agreement as follows:

Date:	Indebtedness of Applicant
May 15, 2025	$375,000.00
May 15, 2026	$350,000.00
May 15, 2027	$325,000.00
May 15, 2028	$300,000.00
May 15, 2029	$275,000.00
May 15, 2030	$250,000.00
May 15, 2031	$200,000.00
May 15, 2032	$150,000.00
May 15, 2033	$100,000.00
May 15, 2034	$50,000.00
May 15, 2035	$0.00

ARTICLE IV. COVENANTS OF APPLICANT

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

(a) Cause the improvements as defined herein to be permitted and installed at the address indicated herein in compliance with the local ordinance; and

(b) Provide a verified grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before **May 31, 2026** at 5 p.m.; and

(c) Provide proof of legal occupancy of the specified location of 220 N. Main Street Duncanville, TX 75116; and

(d) Incentive grant shall mean cash grant of Three Hundred Seventy Five Thousand Dollars ($375,000.00) for improvements (Project) to the property located at 220 N. Main Street Duncanville, TX 75116; and

(e) Receive a certificate of occupancy for 220 N. Main Street, Duncanville, TX 75116 on or before **May 31, 2026**; and

(f) Pay and be current to the ad valorem and sales during the term of this Agreement from the date the business opens to the public, and through a period of ten (10) years from the effective date; and

(g) Development and maintain the property in conformity to the local Comprehensive Zoning Ordinance and other local applicable regulation codes; and

(h) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.

(i) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and shall repay any grants under the provisions of Section 5.2 of this agreement is terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

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

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

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

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

(d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final) for a period of 10 (10) years from the effective date; and

(e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and

(f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and

(g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and

(h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

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

5.02. **RECAPTURE PROVISION.** IN THE EVENT THE APPLICANT DOES NOT COMPLY WITH THE TERMS OF THIS AGREEMENT OR IS OTHERWISE IN DEFAULT AS PROVIDED HEREIN, THE APPLICANT AND GUARANTOR, PURSUANT TO THE PROVISIONS HEREIN, SHALL REFUND THE DCEDC THE GRANT PAYMENTS ACTUALLY PAID BY DCEDC AND RECEIVED BY THE APPLICANT IMMEDIATELY PRECEDING THE DATE OF SUCH TERMINATION. IF THE PAYMENT IS NOT REFUNDED WITHIN 30 DAYS OF TERMINATION, THE APPLICANT WILL INDEMNIFY THE DCEDC OF ANY FEES OR COSTS RELATED TO RECUPERATING FUNDS OWED TO THE DCEDC, PLUS INTEREST AND ATTORNEY FEES.

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

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

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

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

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

furtherance of the following purposes only:

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

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

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

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

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

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

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

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

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

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

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner:	BCVCR Holdings, ~~Cortina Worldwide,~~ LLC c/o Matt Balke 5025 Capital Ave, #108 Dallas, Texas 75206	with copy to:	Denney Law Group David Denney 12404 Park Central Dr., Ste 200-S Dallas, TX 75251
City:	City of Duncanville Attention: Douglas E. Finch P.O. Box 380280 Duncanville, Texas 75138-0280	with copy to:	Brandon Shelby Shelby law, PLLC PO Box 1316 Sherman, TX 75091
DCEDC:	Duncanville Community and Economic Development Corporation Attention: Marlon Goff P.O. Box 380280 Duncanville, Texas 75138-0280		
LENDER:	Pegasus Bank Attention: Joe R. Goyne 4515 West Mockingbird Lane Dallas, Tx 75209		

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

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

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

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

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

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

(a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

5.20 **Force Majeure**. "Force Majeure" shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Project is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, or national emergency orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed.

5.21 FOR PURPOSES OF SECTION 5.02, MATT BALKE ("GUARANTOR") SHALL BE PERSONALLY LIABLE AS A GUARANTOR OF THE RECAPTURE OBLIGATIONS OF THE COMPANY IN THE EVENT APPLICANT DOES NOT COMPLY WITH THE TERMS OF THIS AGREEMENT OR IS OTHERWISE IN DEFAULT AS PROVIDED HEREIN.

EXHIBIT "A"

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the day and year first written above.

BCVCR HOLDINGS~~CORTINA WORLDWIDE~~, LLC

_____
Matt Balke, Manager
Date: _____ __, 2025

GUARANTOR, for purposes of Sections 5.02 and 5.21

_____
Matt Balke

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

_____
By: Patrick Harvey
Its: Board President
Date: _____ __, 2025

EXHIBIT "A"

CITY OF DUNCANVILLE

_____

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

Pegasus Bank

_____

By:
Its:
Date: _____ __, 2025

Matt Balke Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Matt Balke, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they are the duly authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

~~Cortina Worldwide~~, BCVCR HOLDINGS, LLC Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Matt Balke, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Manager of BCVCR Holdings~~Cortina Worldwide~~, LLC, and that they are duly authorized by said company to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT "A"

Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Patrick Harvey, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said Corporation to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT "A"

City of Duncanville Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Douglas E. Finch, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the City Manager of the City of Duncanville, and that they are authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

EXHIBIT "A"

Pegasus Bank Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are an officer for Pegasus Bank, and that they are authorized to execute the foregoing instrument as the act of such Bank for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public in and for the State of Texas

_____
Type or Print Notary's Name

My Commission Expires:

_____

RESOLUTION NO. 2025-466

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AMENDMENT OF AN INCENTIVE AGREEMENT BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) WITH BCVCR HOLDINGS, LLC AND PEGASUS BANK; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, BCVCR Holdings, LLC and Pegasus Bank have requested an amendment to the Incentive Agreement for additional funds for the DCEDC project at the property located at 220 N. Main Street, Duncanville, Texas 75116; and

WHEREAS, the Duncanville Community and Economic Development Corporation ("DCEDC") Board of Directors has found and determined that amending the Agreement and granting BCVCR Holdings, LLC and Pegasus Bank additional funds will further the public interest and welfare; and

WHEREAS, the potential economic benefits that will accrue to the City are consistent with the City's economic development objectives to increase sales and use tax revenues and attract additional jobs, and is necessary to promote or develop new business enterprises; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an amendment for additional funds for the BCVCR Holdings, LLC and Pegasus Bank project in the amount of $75,000.00, and an amended incentive agreement which includes a separate escrow account, along with a project completion and reimbursement deadline of May 31, 2026; and

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves Resolution 2025-466 approving an amendment of an incentive agreement by the DCEDC with BCVCR Holdings, LLC and Pegasus Bank; and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of May, 2025.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

·ENCINA·

ABOUT

MATT BALKE

CHEF / OWNER ENCINA

Growing up, Matt Balke always saw himself working in a kitchen. His philosophy of self-discipline has driven his cooking career forward. With his extensive education and training, his dedication to detail shines through in every dish.

Hailing from the rural town of Uvalde, Balke is a native Texan with a strong work ethic. He holds degrees in business marketing and hotel restaurant management from Texas Tech. Balke pursued his passion for the culinary arts at the Culinary Institute of America, where he graduated as salutatorian in 2007. His love for wine pairings rivals his passion for cooking, and he has mentioned that if he were not in the food industry, he would be in the wine industry.

After graduation, Balke worked under James Beard Award-winning chef Sharon Hage of York Street in Dallas, where he gained insights into local and seasonal food. He attributes much of his success to Hage, stating that his real culinary education came from working under her. Balke's time at York Street prepared him for his roles as an executive sous chef at Bolsa and Bolsa Mercado. He then served as the executive chef of The Rustic in Dallas before moving to SMOKE, where he worked for nearly two years. Following his time at SMOKE, Balke returned to Bolsa as the executive chef.

In October 2020, Balke opened his first solo venture, Encina. Since its opening, Encina has garnered several awards, including Best New Restaurant, Best Burger, and Best Brunch. Encina has consistently been ranked among the top 20 restaurants in Dallas, and Balke was named Best Chef in Dallas.

COREY McCOMBS

MANAGER / OWNER ENCINA

Corey started her professional journey in Dallas at Stephan Pyles' restaurant, where she developed her skills in various roles. After eight years, she moved to Smoke restaurant at the Belmont Hotel, taking on the challenging roles of General Manager and Food and Beverage Director. She then returned to Stephan to manage Flora Street Cafe before establishing her own venture, Encina, in the Bishop Arts area of Dallas.

In addition to her work in the restaurant industry, Corey also serves on the Board of Youth with Faces, a non-profit organization that helps youth in the juvenile justice system develop the skills they need to rise above the cycle of poverty and incarceration. She has been involved in the events committee and has played a key role in planning the annual Chef's Dinner fundraiser. This year, she was inducted into the Dallas chapter of The Les Dames Escoffier International.

AWARDS

Dallas Observer

- Top 100 Dallas Restaurants
- Review: Encina Is a Sequel Restaurant That Beats the Beloved Original

The Dallas Morning News

- DFW Restaurant Hot List
- 3 Dishes to Try at Dallas Restaurants During Citrus Season

D

- Best Dallas Restaurants Right Now
- Best of Big D
- Best Tex Mex in Dallas

EATER DALLAS

- Bishop Arts District Best Restaurants

INSIDEHOOK

- Where to Eat Brunch in Dallas Right Now

USA TODAY

- 10 Best Restaurants in Dallas

PAPER CITY.

- The 14 Best Weekend Brunch Restaurants in Dallas
- Encina Is a Must-Visit in Bishop Arts' Fantastic Restaurant Scene

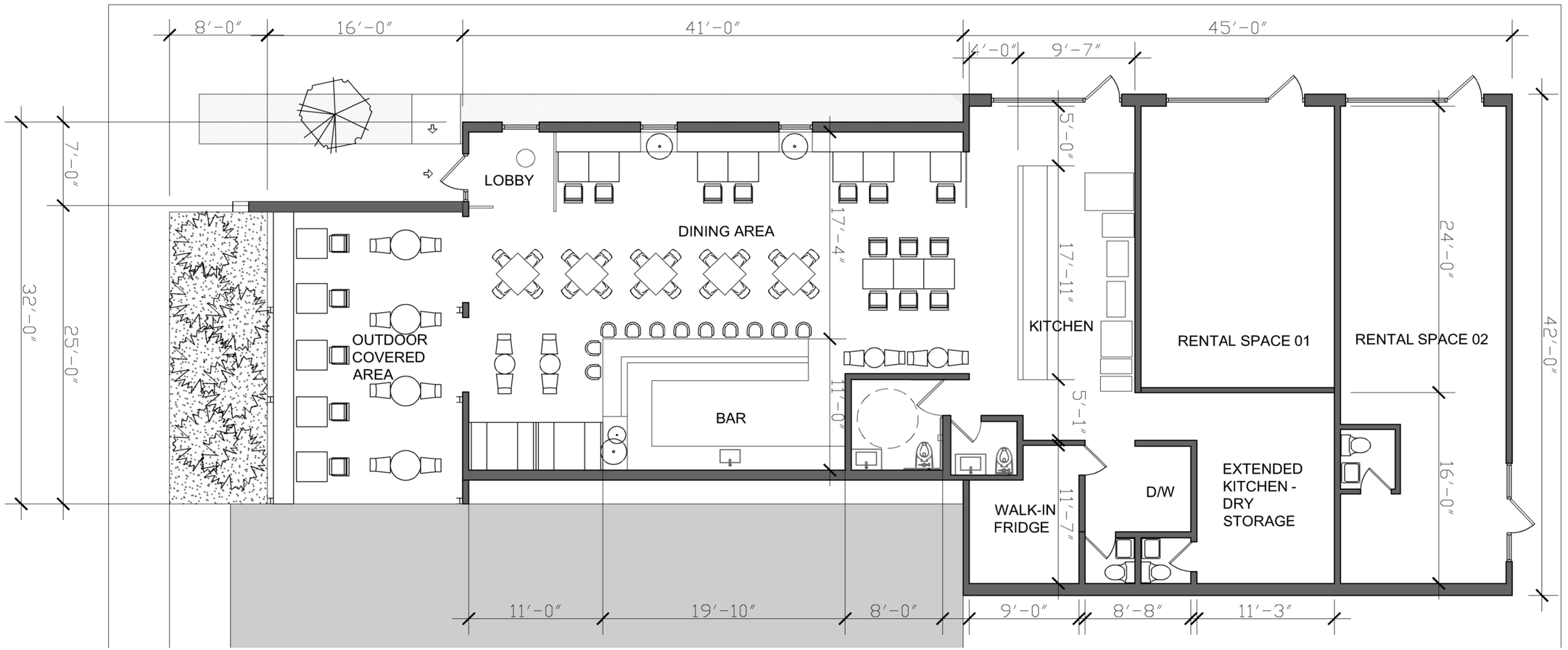
culturemap DALLAS

- Encina Dallas wins top prize and $10K in H-E-B competition
- 2023 Dallas Tastemaker Awards
- 2021 Dallas Tastemaker Awards
- Best Brunches in Dallas

thrillist

- Best Brunches in Dallas

CREATE ATELIER



ENCINA - FLOOR PLAN

CREATE ATELIER


CREATE ATELIER

CREATE ATELIER

CREATE ATELIER

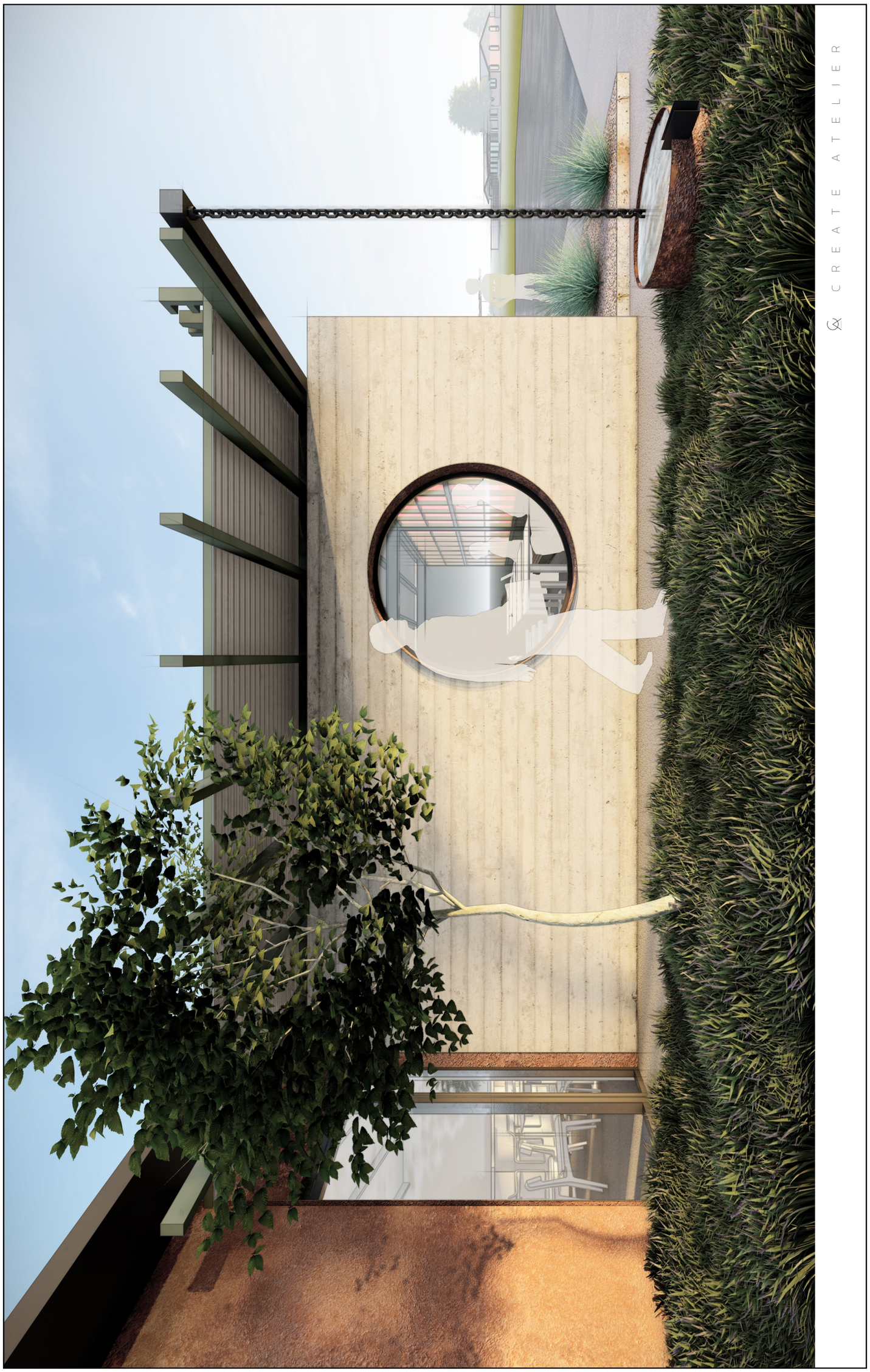
CREATE ATELIER


CREATE ATELIER
suite 02
suite 01
CINA• pick-up

CREATE ATELIER

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STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Monthly Financial Report as of March 31, 2025

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:
At the April 8, 2025 City Council meeting, it was discussed and agreed to move the financial report presentation to Council to a quarterly report. The report this month will align with the end of our 2nd quarter, period ending March 31. The next quarterly report will be given to Council in August for the 3rd quarter, period ending June 30. As a note, staff will continue to produce and publish the financial report on a monthly basis, provide it on our website, and notify Council each month of the report.

The Finance Report is presented to provide actual revenues received and expenditures made compared to the budget. The report provides financial summary data on all city funds and narratives with five-year comparison graphs for key funds, including the General, Utility, Economic Development, and Fieldhouse funds.

POLICY EXPLANATION:
The month of March is the sixth month of fiscal year 2024-2025. Revenues and expenditures are unaudited and will be updated as the year progresses. Revenues and expenditures can fluctuate depending on the time of year, but the benchmark for revenues and expenditures compared to the budget is 50%. Overall revenue for all funds is 57.5% and 37.9% for expenditures.

FUNDING SOURCE:

ORG and Object Number
NA

Available Budget	Purchase Amount	After Encumber
NA	NA	NA

ACTION ALTERNATIVES:
No City Council action required.

ATTACHMENTS:
25 0331 Monthly Financial Report

CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT

Fiscal Year 2024-2025

YEAR-TO-DATE OPERATIONS

AS OF MARCH 31, 2025

OCTOBER 1, 2024 - MARCH 31, 2025

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

Updated and Prepared by
FISCAL SERVICES DEPARTMENT
4/23/2025

FY 2024-2025 Financial Report as of March 31, 2025

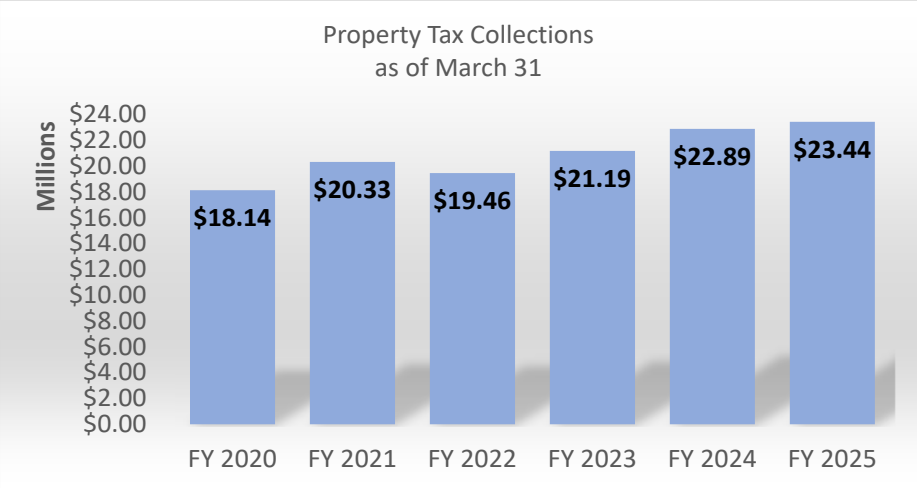
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures for the month of March 2025, compared to the budgetary numbers for fiscal year 2024-2025 and the actual numbers year-to-date for the fiscal year 2023-2024. The report provides financial summary data on all funds, including on-going Capital Improvement Projects. The General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included in the financial statements. In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

March is the sixth month of the fiscal year. Revenues and Expenditures can vary throughout the year depending on time of collection or payments. The benchmark for budget usage is 50%. Overall, revenues collected are 57.5% and expenditures made are 37.9% of the budget.

The charts throughout compare the revenues and expenditures to date, for the same period, for each fiscal year from FY 2020 to current.

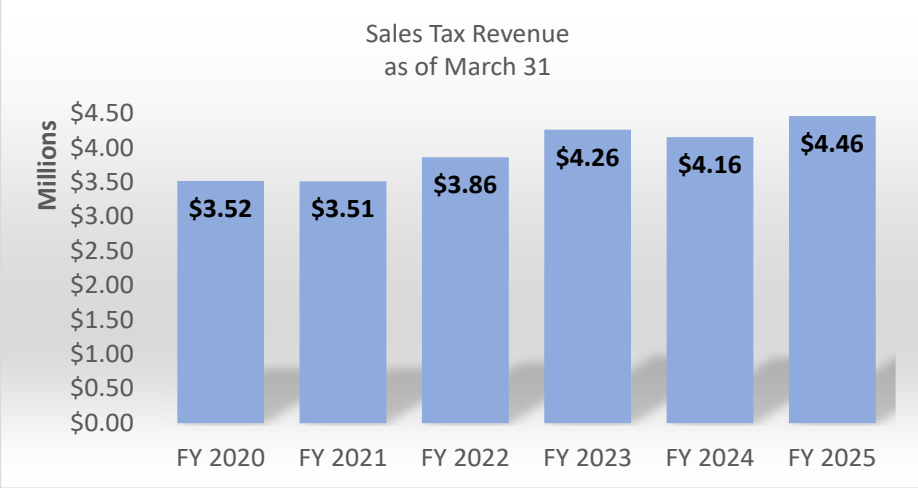
PROPERTY TAX COLLECTIONS



The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget. Total FY 2025 (for calendar year 2024) adjusted levy is $24.4 million. December – February time frame is the largest collection months for property tax. Total levy collected to date per Dallas County is 95.4%.

FY 2024-2025 Financial Report as of March 31, 2025

SALES TAX COLLECTIONS



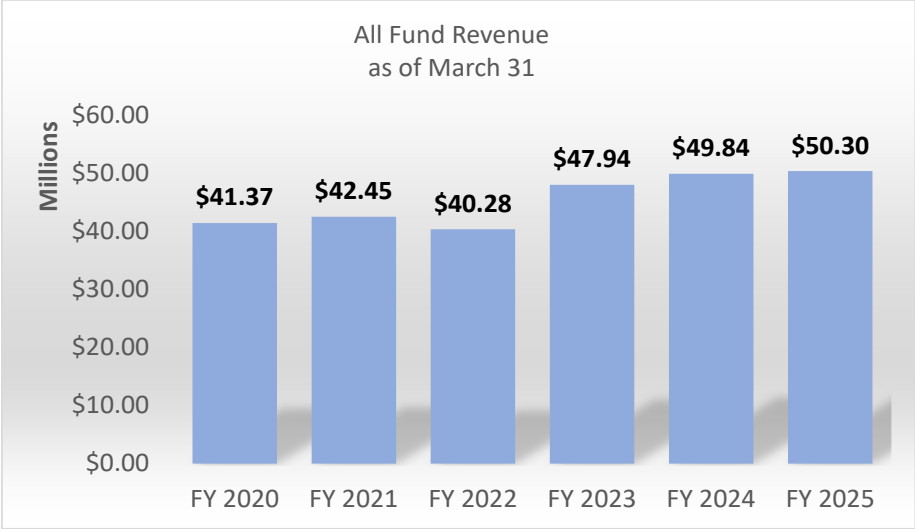
Sales tax accounts for 25% of the general fund revenue budget. Seventy-five percent (75%) or 0.015 cents of the collections goes to the General Fund for operations and property tax relief. The remaining 25% or 0.005 cents goes to Economic Development.

- Sales tax collections to date are for the months of October thru January.
  - Collections are 7.23% greater than in the same period last year.
    - The primary reason for greater collection as compared to the same period last year is because last year the City experienced audited refunds to businesses.

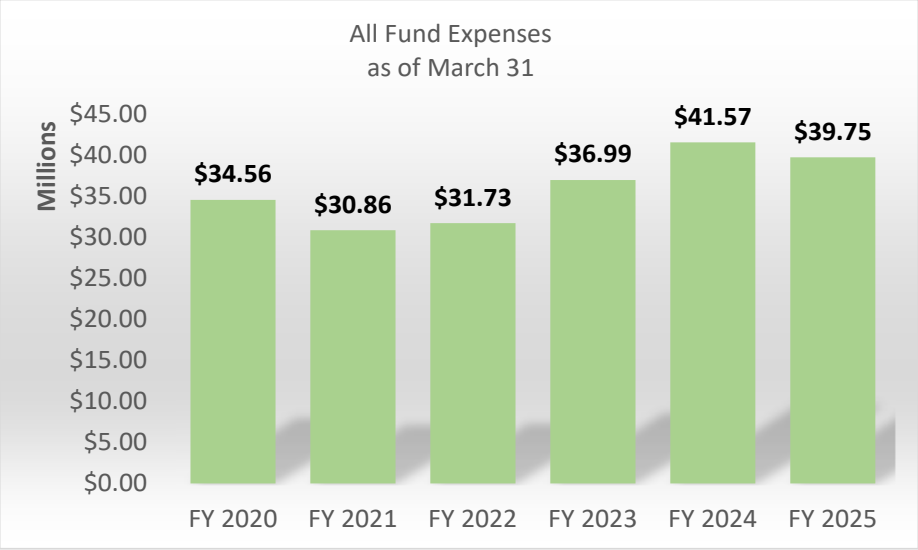
FY 2024-2025 Financial Report as of March 31, 2025

ALL FUNDS

Total revenue collected as of March 31 is $50.3 million. This is 57.5% of the total revenue budget for all funds. Revenue categories above 50% at this point in the year continue to be property tax and investment interest income.



- Interest Income received to date is $1,648,229, 102.7% of the budget.

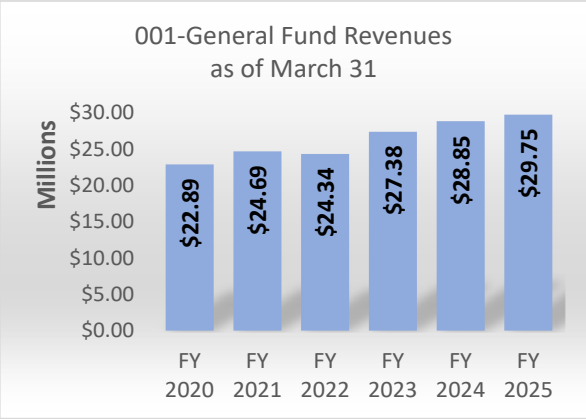


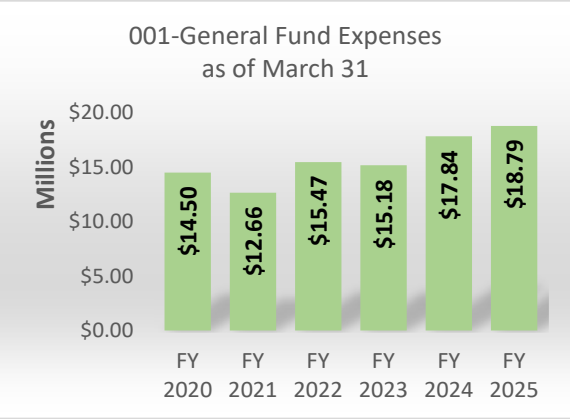
- Expenditures are 37.9% of the budget to date.

FY 2024-2025 Financial Report as of March 31, 2025

GENERAL FUND

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





General Fund Revenue Highlights:

- General Fund revenues are currently at 70% of the budget.
- Interest revenue received is $998 thousand. This is 66.5% of the budget and 15.7% less than March of 2024.
- Emergency Medical Service charges received to date are 83.7% of the budget.

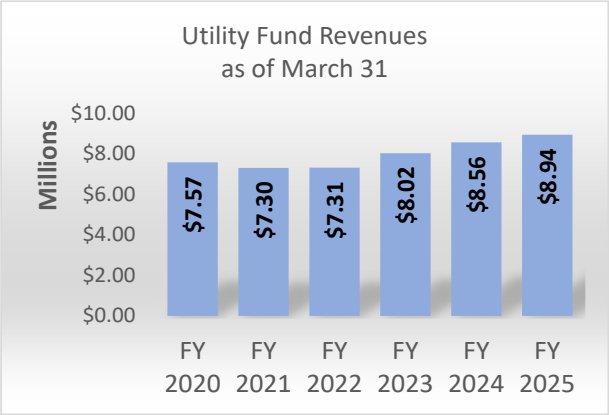
General Fund Expense Highlights:

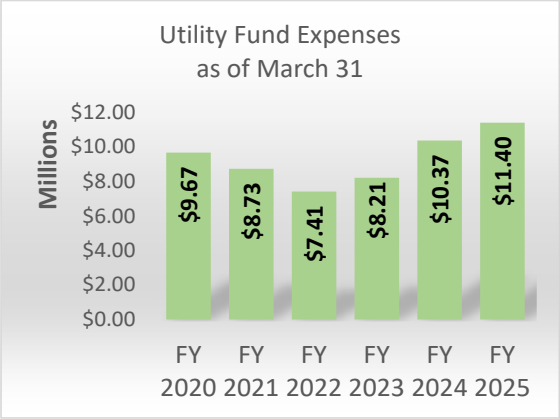
- Operating expenditures are 43.6% of the budget.
    - Capital Outlay expenditure includes the one-time expense of $337 thousand for new generator at City Hall/Police Department.

FY 2024-2025 Financial Report as of March 31, 2025

UTILITY FUND

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



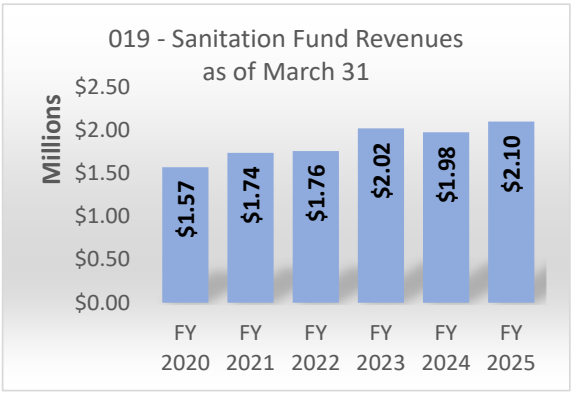


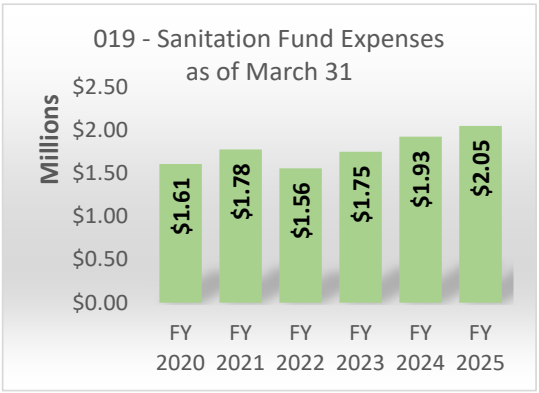
- Total revenue is 39.1% of the budget. Utility revenue is one month behind.
- Total expenditures are 50.2% of the budget. $5.6 million was spent with Trinity River Authority for wastewater treatment and Dallas Water Utilities for wholesale water.

SANITATION FUND

The Sanitation Fund beginning fund balance is $1.3 million.

- Total revenues are 43.6% of the budget. Utility revenue is one month behind.
- Total expenditures are 42.6% of the budget, including $1.7 million in garbage and landfill collection expenses.



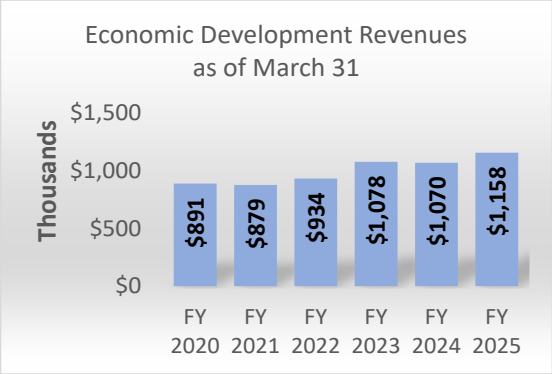


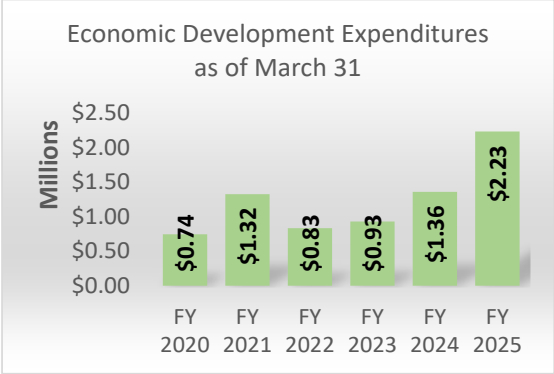
FY 2024-2025 Financial Report as of March 31, 2025

ECONOMIC DEVELOPMENT

The Economic Development unaudited beginning fund balance is $7.2 million

- Revenues are 35.3% of the budget. This is on target due to sales tax collected two months behind. Investment income applied is $31,293. Interest was not previously budgeted.





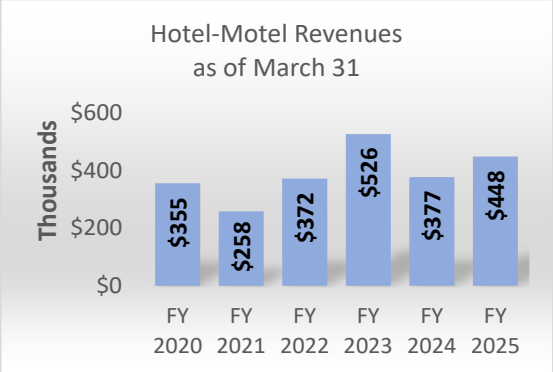
- Total expenditures are 46.3% of the budget, including $650 thousand paid out for business and community grants, and $537 thousand for the Fieldhouse debt.

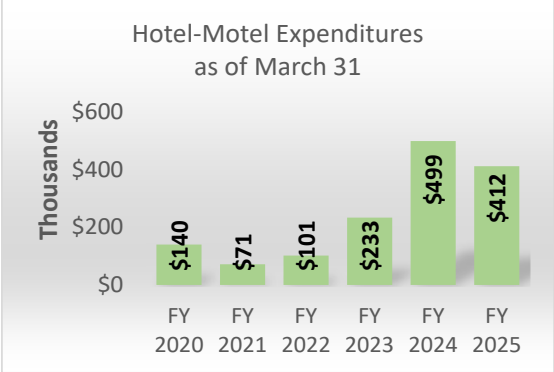
HOTEL – MOTEL

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

- Revenues are 48.6% of the budget. Hotel-Motel revenue is collected quarterly.

- Expenditures are 15.4% of the budget. Paid tax grants to date include Chamber, Hoopfest, Sky Elements for the Christmas drone show, Lions Club, and the Theatre. $296 thousand paid to date.
- Transfer to the Arts Fund for quarter 1 of 2024 revenue was made in the amount of $40,126 in January.

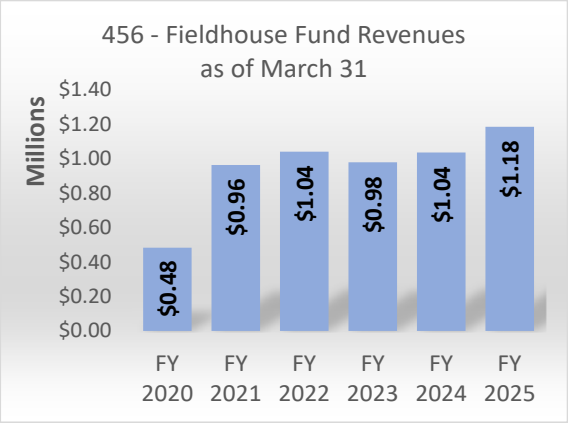


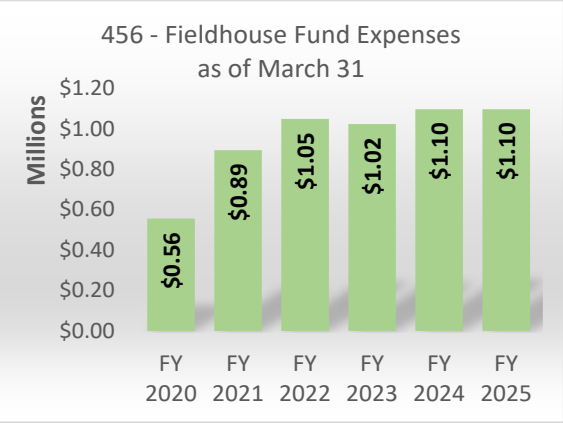


FY 2024-2025 Financial Report as of March 31, 2025

FIELDHOUSE FUND

The Fieldhouse Fund unaudited beginning fund balance is -$1.8 million.





- Total revenues are 55.4% of the budget.
  - The Fieldhouse is an Enterprise Fund and therefore operates with accrual accounting. This means revenue not yet earned, such as receiving a deposit for a future event, will not be reflected as revenue until after the event.
  - Revenue includes the transfer from Economic Development for debt payment.

- Expenditures are 53.8 % of the budget. The final debt payment of $537,950 was made in February.

FY 2024-2025 Financial Report as of March 31, 2025

Duncanville City of Champions

HOW TO READ THE REPORT

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

COLUMNS	A	B	C	D	E	F	G	H
		CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES		YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
51 - SALES & OTHER TAXES		$197,757	$923,000	21.43%	$177,511	19.88%	$20,246	11.41%
55 - INTEREST		0	0	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES		411	0	0.00%	0	0.00%	411	0.00%
Revenue Total		$198,168	$923,000	21.47%	$177,511	19.87%	$20,657	11.64%
Expense								
60 - SALARY AND BENEFITS		$3,174	$102,585	3.09%	$19,517	20.84%	($16,343)	-83.74%
72 - SUPPLIES & MATERIALS		0	7,658	0.00%	0	0.00%	0	0.00%
73 - CONTRACT & PROF SVCS		150,147	644,459	23.30%	253,628	36.22%	(103,482)	-40.80%
76 - CAPITAL OUTLAY		$0	$1,425,000	0.00%	$0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS		15,059	60,236	25.00%	8,904	25.00%	6,155	69.13%
79 - OTHER FINANCING USES		0	2,995	0.00%	0	0.00%	0	0.00%
Expense Total		$168,379	$2,242,933	7.51%	$282,050	33.64%	($113,670)	-40.30%
Net Income (Loss)		**$29,788**	**($1,319,933)**		**($104,539)**			

Column A: Lists the revenue and expense category.

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

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

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

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

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

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

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

ACCOUNT CATEGORY EXPLANATIONS

REVENUES:

1. 50 – Property Taxes: includes current year taxes, prior year taxes, and penalties and interest on delinquent taxes.
2. 51 – Sales & Other Taxes: includes Sales Tax, Hotel/Motel Occupancy Tax, and Mixed Beverage Tax.
3. 52 – Permits & Licenses: includes Building related permits, alarm permits, health inspections.
4. 53 – Fines and Fees: includes court fines, late payment penalties.
5. 54 – Intergovernmental Revenues: include revenues from grant awards, court awards, and reimbursements from other governmental agencies. For example, School Crossing Guards, Regional Emergency Management, CDBG (Community Development Block Grant) Neighborhood Service Officer.
6. 55 – Interest: includes interest earned from investments.
7. 56 – Franchise Fee Revenue: includes revenues received from gross receipts for utilities such as Gas, Electric, Cable, garbage collection. Companies such as Atmos and Oncor, submit franchise payments.
8. 57 – Charges for Service: includes memberships, rentals, water/sewer/garbage services, Fieldhouse rentals.
9. 58 – Transfers from Funds: includes funds received from other Funds.
10. 59 – Other Sources: includes all other revenues not categorized. Smaller revenue sources such as miscellaneous and reimbursements.

EXPENDITURES:

1. 60 – Salary and Benefits: includes all salary, benefit, workers compensation, and retiree medical insurance line items.
2. 72 – Supplies and Materials: includes line items for office supplies, direct materials, clothing, tools, janitorial supplies, postage, computer hardware and software.
3. 73 – Contractual and Professional Services: includes election expenses, contractual services such as the cost-sharing partnerships for the jail, animal shelter, and regional dispatch, membership dues, professional development, professional fees such as engineers for construction projects, and legal services.
4. 74 – Maintenance and Repair Services: includes maintenance/licensing agreements such as software support, building, grounds, vehicle maintenance.
5. 75 – Utilities: City facilities water, gas, and electrical.
6. 76 – Capital Outlay: includes purchase over $5000 to become a capitalized asset such as land, building improvements, infrastructure, equipment and vehicles.
7. 77 – Debt Services: includes principal and interest payments on debt.
8. 78 – Transfers to Funds: includes transfers out to other funds, IT and Fleet replacement contributions.
9. 79 – Other Financing Uses: includes training, hospitality, and employee appreciation expenses. In the Economic Development fund 012 – grants and development incentives are budgeted in this category.

ALL FUNDS
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	$23,440,916	$24,454,564	95.85%	$1,013,648	$22,893,829	97.86%	$547,087	2.39%
51 - SALES & OTHER TAXES	4,938,543	14,154,629	34.89%	9,216,086	4,570,519	31.46%	368,024	8.05%
52 - PERMITS & LICENSES	339,452	671,500	50.55%	332,048	372,170	57.48%	(32,718)	-8.79%
53 - FINES & FEES	142,376	841,100	16.93%	698,724	168,169	44.54%	(25,792)	-15.34%
54 - INTERGOV REVENUES	259,851	605,996	42.88%	346,145	2,195,070	122.99%	(1,935,219)	-88.16%
55 - INTEREST	1,648,229	1,605,600	102.65%	(42,629)	1,903,218	232.69%	(254,989)	-13.40%
56 - FRANCHISE FEE REV	556,240	2,060,000	27.00%	1,503,760	560,777	26.96%	(4,537)	-0.81%
57 - CHARGES FOR SERVICES	12,977,490	31,251,673	41.53%	18,274,182	11,335,978	39.32%	1,641,512	14.48%
58 - TRANSFER FROM FUNDS	4,901,996	9,580,758	51.17%	4,678,762	4,701,765	50.31%	200,231	4.26%
59 - OTHER SOURCES	1,098,839	2,287,541	48.04%	1,188,702	1,140,330	46.90%	(41,491)	-3.64%
Revenue Total	**$50,303,933**	**$87,513,361**	**57.48%**	**$37,209,428**	**$49,841,824**	**59.17%**	**$462,109**	**0.93%**
Expense								
60 - SALARY AND BENEFITS	$14,344,951	$31,609,066	45.38%	$17,264,114	$14,503,600	47.98%	($158,649)	-1.09%
72 - SUPPLIES & MATERIALS	1,481,504	4,441,109	33.36%	2,959,605	1,107,393	25.28%	374,111	33.78%
73 - CONTRACT & PROF SVCS	12,357,875	26,898,891	45.94%	14,541,017	10,418,839	41.10%	1,939,036	18.61%
74 - MAINT & REPAIR SVCS	698,895	2,069,917	33.76%	1,371,022	758,306	32.59%	(59,411)	-7.83%
75 - UTILITIES	559,093	1,255,569	44.53%	696,476	648,585	51.81%	(89,493)	-13.80%
76 - CAPITAL OUTLAY	1,985,720	22,471,415	8.84%	20,485,695	6,524,951	23.09%	(4,539,231)	-69.57%
77 - DEBT SERVICES	1,714,641	2,024,506	84.69%	309,866	1,695,516	83.92%	19,125	1.13%
78 - TRANSFER TO FUNDS	5,415,403	10,607,572	51.05%	5,192,169	5,291,609	50.29%	123,794	2.34%
79 - OTHER FINANCING USES	1,187,718	3,499,022	33.94%	2,311,304	623,386	16.42%	564,331	90.53%
Expense Total	**$39,745,799**	**$104,877,067**	**37.90%**	**$65,131,268**	**$41,572,186**	**38.45%**	**$1,826,386**	**-4.39%**
Net Income (Loss)	**$10,558,134**	**($17,363,707)**			**$8,269,639**			

001 - GENERAL FUND
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025				PRIOR YEAR - FY 2024			COMPARISON	
UNAUDITED REVENUES AND EXPENSES	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue									
50 - PROPERTY TAXES	$311,339	$22,019,960	$22,939,008	95.99%	$260,643	$21,418,291	97.76%	$601,669	2.81%
51 - SALES & OTHER TAXES	761,503	3,374,842	9,951,222	33.91%	738,578	3,154,915	30.77%	219,927	6.97%
52 - PERMITS & LICENSES	80,277	339,452	671,500	50.55%	56,413	372,170	57.48%	(32,718)	-8.79%
53 - FINES & FEES	24,060	129,173	813,600	15.88%	32,148	153,106	43.73%	(23,934)	-15.63%
54 - INTERGOV REVENUES	1,146	63,359	350,810	18.06%	5,048	73,720	21.19%	(10,361)	-14.05%
55 - INTEREST	201,694	998,154	1,500,000	66.54%	280,008	1,183,708	148.22%	(185,554)	-15.68%
56 - FRANCHISE FEE REV	0	413,137	1,785,000	23.14%	11,999	406,202	23.15%	6,935	1.71%
57 - CHARGES FOR SERVICES	139,147	877,060	1,214,000	72.25%	112,842	569,423	49.64%	307,638	54.03%
58 - TRANSFER FROM FUNDS	233,056	1,398,335	2,802,670	49.89%	232,409	1,394,453	49.87%	3,882	0.28%
59 - OTHER SOURCES	26,464	136,168	469,250	29.02%	25,559	124,207	27.71%	11,961	9.63%
Revenue Total	**$1,778,686**	**$29,749,641**	**$42,497,060**	**70.00%**	**$1,755,646**	**$28,850,194**	**71.32%**	**$899,447**	**3.12%**
Expense									
60 - SALARY AND BENEFITS	$2,098,216	$12,523,552	$27,343,390	45.80%	$2,041,181	$12,699,310	48.53%	($175,758)	-1.38%
72 - SUPPLIES & MATERIALS	232,120	1,100,013	2,859,557	38.47%	211,100	640,828	29.89%	459,185	71.65%
73 - CONTRACT & PROF SVCS	548,443	3,063,227	8,273,912	37.02%	1,083,932	2,577,961	32.21%	485,266	18.82%
74 - MAINT & REPAIR SVCS	121,621	539,033	1,449,700	37.18%	28,105	584,171	33.46%	(45,137)	-7.73%
75 - UTILITIES	5,887	424,800	1,009,083	42.10%	24,309	555,528	56.58%	(130,728)	-23.53%
76 - CAPITAL OUTLAY	149	389,004	582,122	66.83%	3,168	46,467	17.29%	342,536	737.15%
78 - TRANSFER TO FUNDS	100,769	556,198	1,066,425	52.16%	108,560	602,995	52.83%	(46,797)	-7.76%
79 - OTHER FINANCING USES	29,134	196,392	512,440	38.32%	34,827	132,778	28.07%	63,614	47.91%
Expense Total	**$3,136,339**	**$18,792,219**	**$43,096,629**	**43.60%**	**$3,535,180**	**$17,840,039**	**43.59%**	**$952,180**	**5.34%**
Net Income (Loss)	**($1,357,653)**	**$10,957,422**	**($599,569)**		**($1,779,534)**	**$11,010,155**			

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

001 - GENERAL FUND
AS OF MARCH 31, 2025

UNAUDITED REVENUES	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
50 - PROPERTY TAXES							
501101 - CURRENT TAXES	$21,848,596	$22,689,008	96.30%	$21,241,254	98.25%	$607,342	2.86%
501102 - DELINQUENT TAXES	78,100	150,000	52.07%	108,659	74.94%	(30,559)	-28.12%
501103 - PENALTIES AND INTEREST	93,264	100,000	93.26%	68,378	47.16%	24,886	36.39%
50 - PROPERTY TAXES Total	**$22,019,960**	**$22,939,008**	**95.99%**	**$21,418,291**	**97.76%**	**$601,669**	**2.81%**
51 - SALES & OTHER TAXES							
501201 - STATE SALES TAX CITY PORTION	$2,230,946	$6,560,815	34.00%	$2,077,576	30.70%	$153,370	7.38%
501202 - SALES TAX PROPERTY TAX RELIEF	1,115,473	3,280,407	34.00%	1,038,788	30.70%	76,685	7.38%
501204 - ALCOHOLIC BEVERAGE TAX	28,423	110,000	25.84%	38,550	38.94%	(10,127)	-26.27%
51 - SALES & OTHER TAXES Total	**$3,374,842**	**$9,951,222**	**33.91%**	**$3,154,915**	**30.77%**	**$219,927**	**6.97%**
52 - PERMITS & LICENSES							
502101 - BUILDING PERMITS	$198,745	$350,000	56.78%	$177,143	50.61%	$21,602	12.19%
502102 - ELECTRICAL PERMITS	11,635	35,000	33.24%	20,011	74.11%	(8,376)	-41.86%
502103 - SOLICITOR LICENSES	525	500	105.00%	150	30.00%	375	250.00%
502106 - SIGN PERMITS	7,923	20,000	39.62%	10,450	58.06%	(2,527)	-24.18%
502108 - HEALTH FOOD INSPECTION FEES	27,073	71,000	38.13%	46,505	62.01%	(19,432)	-41.78%
502109 - PLUMBING AND AC PERMITS	50,958	60,000	84.93%	37,097	61.83%	13,861	37.36%
502111 - ZONING & SPEC USE PERMIT	7,883	15,000	52.56%	5,825	48.54%	2,058	35.34%
502114 - RENTAL PROPERTY REGISTRATION	9,650	55,000	17.55%	39,035	70.97%	(29,385)	-75.28%
502120 - ALARM PERMITS	25,060	60,000	41.77%	35,704	79.34%	(10,645)	-29.81%
502122 - POOL OR SPA INSPECTION FEE	0	5,000	0.00%	250	5.00%	(250)	-100.00%
509607 - ANIMAL PERMITS	0	0	0.00%	0	0.00%	(0)	0.00%
52 - PERMITS & LICENSES Total	**$339,452**	**$671,500**	**50.55%**	**$372,170**	**57.48%**	**($32,718)**	**-8.79%**
53 - FINES & FEES							
502107 - WRECKER AND STORAGE FEES	$0	$0	0.00%	$0	0.00%	($0)	0.00%
502113 - SMALL CELL/ NETWORK NODE FEES	9	0	0.00%	0	0.00%	9	0.00%
503101 - MUNICIPAL COURT FINES	101,397	750,000	13.52%	116,999	42.55%	(15,603)	-13.34%
503102 - COURT RELATED FEES	24,382	50,000	48.76%	32,921	54.87%	(8,539)	-25.94%
503103 - SCHOOL CROSSING FEES	810	2,500	32.40%	1,161	46.43%	(351)	-30.22%
503201 - LIBRARY FINES	1,629	6,000	27.16%	1,953	39.05%	(323)	-16.55%
503301 - FALSE ALARM FINES	945	5,000	18.90%	150	2.00%	795	530.00%
509609 - RETURN CHECK FEES	(0)	100	0.00%	78	-77.85%	78	-100.00%
53 - FINES & FEES Total	**$129,173**	**$813,600**	**15.88%**	**$153,106**	**43.73%**	**($23,934)**	**-15.63%**

001 - GENERAL FUND
AS OF MARCH 31, 2025

UNAUDITED REVENUES	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
54 - INTERGOV REVENUES							
504102 - DISD SCHOOL CROSSING GUARDS	$0	$50,310	0.00%	$13,931	27.69%	($13,931)	-100.00%
504103 - DALLAS CNTY CROSSING GUARD REV	16,564	40,000	41.41%	10,305	25.76%	6,259	60.73%
504109 - REIMB FOR REG EMERG MANAGER	19,769	150,500	13.14%	21,298	14.43%	(1,529)	-7.18%
507105 - SENIOR MEAL DONATIONS	334	0	0.00%	1,322	0.00%	(988)	-74.75%
508201 - FEDERAL GRANTS	0	50,000	0.00%	0	0.00%	(0)	0.00%
508203 - INTERGOV REIMBURSEMENT-CDBG	26,693	60,000	44.49%	0	0.00%	26,693	0.00%
508210 - INTERGOV REIMBURSEMNTS-CARE TM	0	0	0.00%	26,864	53.73%	(26,864)	-100.00%
54 - INTERGOV REVENUES Total	**$63,359**	**$350,810**	**18.06%**	**$73,720**	**21.19%**	**($10,361)**	**-14.05%**
55 - INTEREST							
505101 - INTEREST ON GOVT POOL INVEST	$462,481	$1,000,000	46.25%	$574,418	148.50%	($111,937)	-19.49%
505103 - CERT OF DEPOSIT INTEREST	104,585	100,000	104.59%	97,926	149.57%	6,659	6.80%
505106 - MONEY MARKET INTEREST	431,088	400,000	107.77%	511,364	147.65%	(80,276)	-15.70%
55 - INTEREST Total	**$998,154**	**$1,500,000**	**66.54%**	**$1,183,708**	**148.22%**	**($185,554)**	**-15.68%**
56 - FRANCHISE FEE REV							
501301 - FRANCHISE FEE ELECTRIC	$266,058	$1,150,000	23.14%	$250,337	21.77%	$15,720	6.28%
501302 - FRANCHISE FEE GAS	100,122	425,000	23.56%	104,902	26.90%	(4,780)	-4.56%
501303 - FRANCHISE FEE TELEPHONE	16,928	70,000	24.18%	15,869	21.16%	1,059	6.68%
501304 - FRANCHISE FEE CABLE TV	30,029	140,000	21.45%	35,094	25.07%	(5,065)	-14.43%
56 - FRANCHISE FEE REV Total	**$413,137**	**$1,785,000**	**23.14%**	**$406,202**	**23.15%**	**$6,935**	**1.71%**
57 - CHARGES FOR SERVICES							
502105 - EMERGENCY MEDICAL SERVICE	$753,341	$900,000	83.70%	$392,183	43.58%	$361,159	92.09%
507102 - RECREATION FEES	93,934	250,000	37.57%	129,291	64.65%	(35,356)	-27.35%
507104 - SENIOR CENTER ANNUAL USER FEE	5,861	3,000	195.37%	2,663	121.02%	3,199	120.14%
507106 - RECREATION CENTER CAMPS	0	0	0.00%	0	0.00%	(0)	0.00%
507107 - RECREATION CENTER CLASSES	10,280	25,000	41.12%	11,676	72.97%	(1,396)	-11.95%
507108 - SPECIAL EVENTS	3,345	16,000	20.91%	21,260	132.88%	(17,915)	-84.27%
507109 - SENIOR CLASS/TRIPS	2,205	3,000	73.50%	2,586	86.20%	(381)	-14.73%
509603 - LIBRARY SERVICE FEES	8,094	17,000	47.61%	9,765	97.65%	(1,672)	-17.12%
57 - CHARGES FOR SERVICES Total	**$877,060**	**$1,214,000**	**72.25%**	**$569,423**	**49.64%**	**$307,638**	**54.03%**

001 - GENERAL FUND
AS OF MARCH 31, 2025

UNAUDITED REVENUES	CURRENT YEAR - FY 2025 YTD Actual	CURRENT YEAR - FY 2025 Revised Budget	CURRENT YEAR - FY 2025 % of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	PRIOR YEAR - FY 2024 % of Revised Budget	COMPARISON Variance PY-YTD $$	COMPARISON YTD Variance %
58 - TRANSFER FROM FUNDS							
598002 - PILOT FEE TZ-CITY WWW UTILITY	$704,549	$1,409,097	50.00%	$771,041	50.00%	($66,492)	-8.62%
599002 - TRANS FROM UTILITY FUND-002	543,383	1,086,766	50.00%	532,697	50.00%	10,686	2.01%
599010 - TRANS FROM HOTEL FUND-010	30,118	60,236	50.00%	17,808	50.00%	12,310	69.13%
599012 - TRANS FROM EDC FUND-012	120,285	240,571	50.00%	72,907	50.00%	47,378	64.98%
599230 - TRANS FROM JUVENILE FUND-230	0	6,000	0.00%	0	0.00%	(0)	0.00%
58 - TRANSFER FROM FUNDS Total	**$1,398,335**	**$2,802,670**	**49.89%**	**$1,394,453**	**49.87%**	**$3,882**	**0.28%**
59 - OTHER SOURCES							
503202 - LIBRARY DONATIONS	$0	$0	0.00%	$0	0.00%	($0)	0.00%
509101 - SALE OF FIXED ASSETS	0	0	0.00%	0	0.00%	(0)	0.00%
509105 - SALE OF MATERIALS	0	3,750	0.00%	108	2.88%	(108)	-100.00%
509201 - INSURANCE RECOVERY	4,613	75,000	6.15%	3,474	0.00%	1,139	32.78%
509601 - MISCELLANEOUS REVENUE	46,549	100,000	46.55%	27,530	27.53%	19,019	69.09%
509602 - CASH OVER AND SHORT	768	0	0.00%	639	0.00%	(1,407)	-220.27%
509604 - POLICE ACCIDENT REPORTS	1,328	3,500	37.94%	2,951	84.32%	(1,623)	-55.01%
509606 - AUCTION PROCEEDS	3,060	0	0.00%	0	0.00%	(3,060)	0.00%
509613 - WORKERS COMP REIMBURSEMENT	12,786	45,000	28.41%	12,694	28.21%	91	0.72%
509614 - RENTAL OF TOWER	68,465	175,000	39.12%	67,288	29.91%	1,177	1.75%
509617 - LEASE INCOME	0	0	0.00%	0	0.00%	(0)	0.00%
509618 - GAS WELL OIL REVENUE	5,000	13,000	38.46%	7,355	56.58%	(2,355)	-32.02%
509623 - CLAIM REIMBURSEMENTS	0	0	0.00%	212	0.00%	(212)	-100.00%
588888 - REVENUE SUSPENSE	0	0	0.00%	0	0.00%	(0)	0.00%
59 - OTHER SOURCES Total	**$136,168**	**$469,250**	**29.02%**	**$124,207**	**27.71%**	**$11,961**	**9.63%**
Grand Total	**$29,749,641**	**$42,497,060**	**70.00%**	**$28,850,194**	**71.32%**	**$899,447**	**3.12%**

001 - GENERAL FUND
AS OF MARCH 31, 2025

UNAUDITED EXPENSES	CURRENT YEAR - FY 2025 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
0101 - GENERAL GOV. SERVICES DEPT.							
01011000 - MAYOR AND COUNCIL	$34,082	$92,610	36.80%	$41,892	35.63%	($7,810)	-18.64%
01011020 - MAYOR	1,429	8,500	16.81%	1,334	15.70%	94	7.07%
01011021 - DISTRICT 1	1,792	7,000	25.59%	862	12.31%	930	107.96%
01011022 - DISTRICT 2	1,134	7,000	16.19%	42	0.61%	1,091	2574.66%
01011023 - DISTRICT 3	1,739	7,000	24.85%	0	0.00%	1,739	0.00%
01011024 - DISTRICT 4	5,617	7,000	80.24%	3,089	44.12%	2,528	81.85%
01011025 - DISTRICT 5	2,298	7,000	32.83%	157	2.24%	2,141	1363.75%
01011026 - DISTRICT AT LARGE	5,908	7,000	84.41%	2,951	42.16%	2,958	100.23%
01011100 - CITY ADMINISTRATION	354,296	949,093	37.33%	329,279	48.35%	25,018	7.60%
01011200 - CITY SECRETARY	199,383	357,569	55.76%	141,680	37.34%	57,703	40.73%
01011300 - HUMAN RESOURCES	287,690	603,386	47.68%	227,670	45.99%	60,020	26.36%
01011400 - INFO TECHNOLOGY	468,421	1,326,552	35.31%	742,476	47.48%	(274,055)	-36.91%
01011500 - PUBLIC INFORMATION OFFICE	310,894	594,917	52.26%	188,053	37.82%	122,841	65.32%
01011600 - PUBLIC LIBRARY	488,355	1,160,399	42.09%	506,278	45.05%	(17,923)	-3.54%
01011700 - CITY MARSHAL	52,974	120,577	43.93%	52,689	43.87%	285	0.54%
0101 - GENERAL GOV. SERVICES DEPT. Total	**$2,216,013**	**$5,255,604**	**42.16%**	**$2,238,452**	**44.51%**	**($22,439)**	**-1.00%**
0102 - FISCAL SERVICES DEPT.							
01022000 - ACCOUNTING & REPORTING	$605,042	$1,266,538	47.77%	$473,243	44.09%	$131,799	27.85%
01022300 - MUNICIPAL COURT	228,744	577,916	39.58%	222,250	41.24%	6,494	2.92%
01022500 - PROCUREMENT OFFICE	119,850	273,070	43.89%	109,957	45.19%	9,893	9.00%
0102 - FISCAL SERVICES DEPT. Total	**$953,637**	**$2,117,524**	**45.04%**	**$805,451**	**43.40%**	**$148,187**	**18.40%**
0103 - NEIGHBORHOOD & PLANNING DEPT.							
01036100 - BUILDING INSPECTION	$303,574	$751,950	40.37%	$275,199	42.93%	$28,375	10.31%
01036401 - PLANNING SERVICES	57,505	238,779	24.08%	89,516	40.40%	(32,011)	-35.76%
01036500 - NEIGHBORHOOD SERVICES	141,240	464,410	30.41%	242,609	46.21%	(101,369)	-41.78%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	40,324	90,616	44.50%	40,279	47.73%	45	0.11%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	**$542,643**	**$1,545,755**	**35.11%**	**$647,603**	**43.99%**	**($104,960)**	**-16.21%**

001 - GENERAL FUND
AS OF MARCH 31, 2025

UNAUDITED EXPENSES	CURRENT YEAR - FY 2025 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
0104 - PARK AND RECREATION DEPT.							
01044000 - PARK & REC ADMINISTRATION	$145,730	$312,811	46.59%	$136,986	47.23%	$8,744	6.38%
01044100 - REC PROGRAM ADMIN	218,971	539,577	40.58%	205,182	42.05%	13,789	6.72%
01044200 - SPECIAL EVENTS ADMIN	24,739	102,950	24.03%	124,153	37.41%	(99,414)	-80.07%
01044300 - ATHLETIC PROGRAMMING	265,418	540,980	49.06%	224,272	49.49%	41,146	18.35%
01044500 - HORTICULTURE	98,944	213,329	46.38%	88,630	45.69%	10,314	11.64%
01044600 - PARK GROUNDS MAINTENANCE	713,403	1,870,952	38.13%	655,454	37.58%	57,949	8.84%
01044900 - SENIOR CENTER	119,840	279,510	42.87%	138,352	57.95%	(18,512)	-13.38%
0104 - PARK AND RECREATION DEPT. Total	**$1,587,044**	**$3,860,109**	**41.11%**	**$1,573,029**	**42.06%**	**$14,014**	**0.89%**
0105 - POLICE SERVICES DEPT.							
01055000 - POLICE ADMINISTRATION	$1,609,756	$2,696,460	59.70%	$1,204,404	48.04%	$405,352	33.66%
01055100 - PATROL	2,802,538	6,272,663	44.68%	2,738,404	48.10%	64,134	2.34%
01055200 - CRIMINAL INVESTIGATION	741,230	1,792,717	41.35%	689,507	41.99%	51,724	7.50%
01055300 - ANIMAL CONTROL	258,174	590,684	43.71%	215,249	37.24%	42,925	19.94%
01055400 - SCHOOL GUARDS	52,005	100,620	51.68%	52,649	52.32%	(644)	-1.22%
01055500 - CRIME PREVENTION	84,402	188,391	44.80%	78,982	46.99%	5,421	6.86%
01055600 - SWAT ORG	70,706	176,016	40.17%	59,340	40.63%	11,367	19.15%
01055700 - RECORDS	227,105	419,940	54.08%	179,642	47.44%	47,464	26.42%
01055900 - POLICE SPECIAL SERVICES	280,565	499,545	56.16%	140,871	33.92%	139,693	99.16%
0105 - POLICE SERVICES DEPT. Total	**$6,126,482**	**$12,737,036**	**48.10%**	**$5,359,046**	**46.08%**	**$767,435**	**14.32%**
0106 - PUBLIC WORKS DEPT.							
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	$278,823	$571,365	48.80%	$237,829	38.28%	$40,994	17.24%
01066200 - STREET MAINTENANCE	712,043	3,457,334	20.60%	765,330	22.17%	(53,287)	-6.96%
01066300 - TRAFFIC OPERATIONS	309,858	1,374,171	22.55%	225,580	20.31%	84,278	37.36%
01066700 - EQUIPMENT SERVICES	1,025,816	1,725,643	59.45%	505,257	37.68%	520,559	103.03%
01066800 - BUILDING MAINTENANCE	482,649	1,094,952	44.08%	465,133	47.49%	17,516	3.77%
0106 - PUBLIC WORKS DEPT. Total	**$2,809,188**	**$8,223,464**	**34.16%**	**$2,199,128**	**29.30%**	**$610,060**	**27.74%**
0107 - FIRE SERVICES DEPT.							
01077000 - FIRE ADMINISTRATION	$346,312	$704,079	49.19%	$302,661	44.94%	$43,651	14.42%
01077100 - FIRE PREVENTION	241,867	413,095	58.55%	172,873	48.66%	68,993	39.91%
01077200 - FIRE SUPPRESSION	2,598,999	5,370,798	48.39%	2,786,355	54.29%	(187,357)	-6.72%
01077300 - ADVANCED LIFE SUPPORT	881,578	2,041,688	43.18%	796,384	44.04%	85,194	10.70%
01077500 - EMERGENCY MANAGEMENT ADMIN	88,875	238,572	37.25%	83,427	42.30%	5,448	6.53%
0107 - FIRE SERVICES DEPT. Total	**$4,157,631**	**$8,768,232**	**47.42%**	**$4,141,701**	**50.72%**	**$15,930**	**0.38%**

001 - GENERAL FUND
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
0108 - NON-DEPARTMENTAL							
01088000 - GENERAL NON DEPARTMENTAL	$338,265	$548,723	61.65%	$875,815	63.56%	($537,549)	-61.38%
0108 - NON-DEPARTMENTAL Total	**$338,265**	**$548,723**	**61.65%**	**$875,815**	**63.56%**	**($537,549)**	**-61.38%**
0109 - USE OF FUND BALANCE							
01099000 - USE OF FUND BALANCE	$61,315	$40,182	152.59%	$0	0.00%	$61,315	0.00%
0109 - USE OF FUND BALANCE Total	**$61,315**	**$40,182**	**152.59%**	**$0**	**0.00%**	**$61,315**	**0.00%**
Grand Total	**$18,792,219**	**$43,096,629**	**43.60%**	**$17,840,226**	**43.59%**	**$951,993**	**5.34%**

002 - WATER/SEWER UTILITY FUND
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$3,080	$4,000	77.00%	$3,465	86.63%	($385)	-11.11%
54 - INTERGOV REVENUES	(0)	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	184,073	105,100	175.14%	217,328	1270.92%	(33,255)	-15.30%
57 - CHARGES FOR SERVICES	8,722,182	22,670,060	38.47%	8,293,840	39.38%	428,341	5.16%
59 - OTHER SOURCES	28,351	67,777	41.83%	43,942	62.09%	(15,591)	-35.48%
Revenue Total	**$8,937,686**	**$22,847,537**	**39.12%**	**$8,558,576**	**40.46%**	**$379,111**	**4.43%**
Expense							
60 - SALARY AND BENEFITS	$1,060,600	$2,465,758	43.01%	$1,050,792	45.16%	$9,808	0.93%
72 - SUPPLIES & MATERIALS	177,297	638,701	27.76%	118,473	16.79%	58,824	49.65%
73 - CONTRACT & PROF SVCS	5,973,723	11,040,178	54.11%	5,065,447	49.83%	908,276	17.93%
74 - MAINT & REPAIR SVCS	103,533	426,800	24.26%	142,536	36.37%	(39,003)	-27.36%
75 - UTILITIES	68,378	103,352	66.16%	36,872	29.68%	31,506	85.45%
77 - DEBT SERVICES	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	4,018,096	8,036,192	50.00%	3,951,499	46.91%	66,597	1.69%
79 - OTHER FINANCING USES	2,917	20,748	14.06%	3,300	22.83%	(383)	-11.61%
Expense Total	**$11,404,544**	**$22,731,729**	**50.17%**	**$10,368,919**	**46.81%**	**$1,035,624**	**9.99%**
Net Income (Loss)	**($2,466,857)**	**$115,808**		**($1,810,343)**			

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

UTILITY CIP FUNDS
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
017 - UTILITY CAPITAL PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$2,625,000	$5,250,000	50.00%	$2,500,000	48.55%	$125,000	5.00%
Expense	$517,139	$8,947,269	5.78%	$1,039,477	13.30%	($522,337)	-50.25%
Net Income (Loss)	**$2,107,861**	**($3,697,269)**		**$1,460,523**			

BEGINNING FUND BALANCE	**$ 3,693,449**
UNAUDITED ENDING FUND BALANCE	**$ 5,801,310**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
018 - UTILITY METER REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$0	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**($0)**		**($0)**			

BEGINNING FUND BALANCE	**$ 1,500,000**
ENDING FUND BALANCE	**$ 1,500,000**

010 - HOTEL TAX FUND
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	$448,229	$923,000	48.56%	$376,816	42.20%	$71,413	18.95%
55 - INTEREST	0	0	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$448,229**	**$923,000**	**48.56%**	**$376,816**	**42.17%**	**$71,413**	**18.95%**
Expense							
60 - SALARY AND BENEFITS	$25,439	$102,585	24.80%	$45,172	48.23%	($19,733)	-43.69%
72 - SUPPLIES & MATERIALS	2,581	7,658	33.71%	0	0.00%	2,581	0.00%
73 - CONTRACT & PROF SVCS	296,083	644,459	45.94%	436,198	62.29%	(140,115)	-32.12%
76 - CAPITAL OUTLAY	17,670	1,425,000	1.24%	$0	0.00%	17,670	0.00%
78 - TRANSFER TO FUNDS	70,244	495,176	14.19%	17,808	50.00%	52,436	294.45%
79 - OTHER FINANCING USES	0	2,995	0.00%	0	0.00%	0	0.00%
Expense Total	**$412,017**	**$2,677,873**	**15.39%**	**$499,178**	**59.53%**	**($87,162)**	**-17.46%**
Net Income (Loss)	**$36,212**	**($1,754,873)**		**($122,362)**			

AUDITED BEGINNING FUND BALANCE	**$ 4,590,906**
UNAUDITED ENDING FUND BALANCE	**$ 4,627,118**

012 - ECONOMIC DEVELOPMENT
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue							
51 - SALES & OTHER TAXES	$1,115,473	$3,280,407	34.00%	$1,038,788	30.70%	76,685	7.38%
55 - INTEREST	31,293	0	0.00%	31,616	0.00%	(323)	-1.02%
59 - OTHER SOURCES	10,900	0	0.00%	0	0.00%	10,900	0.00%
Revenue Total	**$1,157,666**	**$3,280,407**	**35.29%**	**$1,070,404**	**31.63%**	**$87,262**	**8.15%**
Expense							
60 - SALARY AND BENEFITS	$238,749	$634,791	37.61%	$242,596	43.11%	(3,846)	-1.59%
72 - SUPPLIES & MATERIALS	47,704	150,122	31.78%	42,800	52.45%	4,904	11.46%
73 - CONTRACT & PROF SVCS	362,120	773,971	46.79%	74,988	13.63%	287,132	382.90%
74 - MAINT & REPAIR SVCS	40,182	84,600	47.50%	12,853	15.02%	27,328	212.62%
75 - UTILITIES	9,313	23,200	40.14%	7,423	32.00%	1,890	25.46%
78 - TRANSFER TO FUNDS	661,407	784,865	84.27%	608,504	87.64%	52,903	8.69%
79 - OTHER FINANCING USES	862,811	2,365,280	36.48%	367,820	15.40%	494,991	134.57%
Expense Total	**$2,229,787**	**$4,816,829**	**46.29%**	**$1,356,985**	**30.25%**	**$872,802**	**64.32%**
Net Income (Loss)	**($1,072,121)**	**($1,536,422)**		**($286,580)**			

AUDITED BEGINNING FUND BALANCE	**$ 7,273,816**
UNAUDITED ENDING FUND BALANCE	**$ 6,201,695**

015 - DRAINAGE FUND
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
55 - INTEREST	$0	$0	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	845,690	1,325,000	63.83%	210,716	27.01%	634,974	301.34%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$845,690**	**$1,325,000**	**63.83%**	**$210,716**	**27.01%**	**$634,974**	**301.34%**
Expense							
60 - SALARY AND BENEFITS	$0	$20,353	0.00%	$1,726	1.48%	(1,726)	-100.00%
72 - SUPPLIES & MATERIALS	204	13,305	1.53%	5,059	24.78%	(4,855)	-95.98%
73 - CONTRACT & PROF SVCS	10,671	286,658	3.72%	4,895	1.17%	5,776	117.99%
74 - MAINT & REPAIR SVCS	0	1,000	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	117	215	54.57%	105	62.63%	12	11.27%
76 - CAPITAL OUTLAY	132,255	953,229	13.87%	192,548	10.03%	(60,293)	-31.31%
78 - TRANSFER TO FUNDS	0	0	0.00%	0	0.00%	0	0.00%
79 - OTHER FINANCING USES	0	5,210	0.00%	624	9.23%	(624)	-100.00%
Expense Total	**$143,247**	**$1,279,970**	**11.19%**	**$204,957**	**8.23%**	**($61,710)**	**-30.11%**
Net Income (Loss)	**$702,443**	**$45,030**		**$5,760**			

AUDITED BEGINNING FUND BALANCE	**$ 770,201**
ENDING FUND BALANCE	**$ 1,472,644**

019 - SANITATION FUND
AS OF MARCH 31, 2025

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2025 YTD Actual	Revised Budget	% of Revised Budget	PRIOR YEAR - FY 2024 PY-YTD Actual	% of Revised Budget	COMPARISON Variance PY-YTD $$	YTD Variance %
Revenue							
55 - INTEREST	$0	$500	0.00%	$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	134,058	230,000	58.29%	143,890	62.56%	(9,832)	-6.83%
57 - CHARGES FOR SERVICES	1,969,071	4,598,913	42.82%	1,834,984	41.18%	134,086	7.31%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	**$2,103,129**	**$4,829,413**	**43.55%**	**$1,978,875**	**42.22%**	**$124,254**	**6.28%**
Expense							
60 - SALARY AND BENEFITS	$136,498	$335,898	40.64%	$153,877	49.31%	(17,379)	-11.29%
72 - SUPPLIES & MATERIALS	7,464	21,535	34.66%	8,856	50.39%	(1,392)	-15.72%
73 - CONTRACT & PROF SVCS	1,797,651	4,229,430	42.50%	1,654,580	40.43%	143,071	8.65%
74 - MAINT & REPAIR SVCS	0	10,500	0.00%	0	0.00%	0	0.00%
75 - UTILITIES	0	356	0.00%	182	51.25%	(182)	-100.00%
76 - CAPITAL OUTLAY	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	109,457	218,914	50.00%	108,853	50.00%	604	0.56%
79 - OTHER FINANCING USES	829	1,450	57.15%	749	62.39%	80	10.68%
Expense Total	**$2,051,898**	**$4,818,083**	**42.59%**	**$1,927,096**	**41.44%**	**$124,802**	**6.48%**
Net Income (Loss)	**$51,231**	**$11,330**		**$51,778**			

	FY 25 REVISED
AUDITED BEGINNING WORKING CAPITAL	**$ 1,324,678**
ENDING BALANCE	**$ 1,336,007**

FUND BALANCE RESERVE REQUIREMENT	
% of Fund Balance to Expense Ratio	27.7%
# of Days Coverage	101
Reserve Minimum $$ (90 Days)	$ 1,188,020
Reserve Maximum $$ (150 Days)	$ 1,980,034
Amount needed to reach maximum	**$ 644,027**

456 - FIELDHOUSE
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
UNAUDITED REVENUES AND EXPENSES	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue							
53 - FINES & FEES	$0	$0	0.00%	$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	563,488	1,443,700	39.03%	427,015	30.78%	136,473	31.96%
58 - TRANSFER FROM FUNDS	537,950	537,950	100.00%	530,675	98.52%	7,275	1.37%
59 - OTHER SOURCES	83,424	159,000	52.47%	78,067	45.79%	5,357	6.86%
Revenue Total	**$1,184,862**	**$2,140,650**	**55.35%**	**$1,035,757**	**49.40%**	**$149,105**	**14.40%**
Expense							
60 - SALARY AND BENEFITS	$281,319	$631,291	44.56%	$274,578	47.92%	6,741	2.46%
72 - SUPPLIES & MATERIALS	85,832	287,695	29.83%	92,441	32.40%	(6,609)	-7.15%
73 - CONTRACT & PROF SVCS	119,222	412,144	28.93%	123,059	27.18%	(3,837)	-3.12%
74 - MAINT & REPAIR SVCS	16,147	48,754	33.12%	18,745	41.88%	(2,598)	-13.86%
75 - UTILITIES	55,031	115,863	47.50%	48,255	40.70%	6,776	14.04%
77 - DEBT SERVICES	537,950	538,450	99.91%	536,450	99.50%	1,500	0.28%
78 - TRANSFER TO FUNDS	0	0	0.00%	1,950	50.00%	(1,950)	-100.00%
79 - OTHER FINANCING USES	74	2,450	3.04%	200	8.15%	(125)	-62.75%
Expense Total	**$1,095,576**	**$2,036,647**	**53.79%**	**$1,095,678**	**54.24%**	**($102)**	**-0.01%**
Net Income (Loss)	**$89,286**	**$104,003**		**($59,921)**			

AUDITED BEGINNING WORKING CAPITAL	**$ (1,887,551)**
UNAUDITED ENDING FUND BALANCE	**$ (1,798,265)**

SPECIAL REVENUE FUNDS
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
008 - COMPREHENSIVE SELF INSURANCE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$281,248	$560,025	50.22%	$279,770	49.91%	$1,479	0.53%
Expense	$604,251	$585,000	103.29%	$480,712	82.17%	$123,538	25.70%
Net Income (Loss)	**($323,003)**	**($24,975)**		**($200,943)**			
BEGINNING FUND BALANCE	$ **553,369**						
UNAUDITED ENDING BALANCE	$ **230,366**						

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

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
013 - GRANTS AND DONATIONS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$73,996	$222,461	33.26%	$259,021	62.59%	($185,025)	-71.43%
Expense	$28,928	$339,025	8.53%	$214,049	43.39%	($185,121)	-86.49%
Net Income (Loss)	**$45,068**	**($116,564)**		**$44,972**			
BEGINNING FUND BALANCE	$ **492,370**						
UNAUDITED ENDING BALANCE	$ **537,438**						

SPECIAL REVENUE FUNDS
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
033 - TAX INCREMENT FINANCING FUND	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue	$159,085	$172,198	92.38%	$139,137	143.50%	$19,947	0.00%
Expense	$0	$2,750	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$159,085**	**$169,448**		**$139,137**			

BEGINNING FUND BALANCE	$	**649,071**
UNAUDITED ENDING BALANCE	$	**808,156**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
041 - ONE TIME PROJECTS	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$198,152	$250,000	79.26%	$142,753	0.00%	$55,399	0.00%
Net Income (Loss)	**$198,152**	**$250,000**		**$142,753**			

BEGINNING FUND BALANCE	$	**923,144**
UNAUDITED ENDING BALANCE	$	**724,992**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
050 - ASSET FORFEITURE	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue	$128,664	$36,800	349.63%	$1,871,824	5086.48%	($1,743,161)	-93.13%
Expense	$117,398	$566,500	20.72%	$113,891	13.89%	$3,507	3.08%
Net Income (Loss)	**$11,265**	**($529,700)**		**$1,757,933**			

BEGINNING FUND BALANCE	$	**3,574,091**
UNAUDITED ENDING BALANCE	$	**3,585,356**

SPECIAL REVENUE FUNDS
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
215 - PEG FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$9,045	$45,000	20.10%	$10,685	11.25%	($1,639)	0.00%
Expense	$0	$50,000	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$9,045**	**($5,000)**		**$10,685**			
BEGINNING FUND BALANCE	$ **54,182**						
UNAUDITED ENDING BALANCE	$ **63,227**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
225 - COURT SECURITY FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$3,491	$8,000	43.64%	$3,918	48.98%	($427)	-10.89%
Expense	$2,062	$0	0.00%	$0	0.00%	$2,062	0.00%
Net Income (Loss)	**$1,430**	**$8,000**		**$3,918**			
BEGINNING FUND BALANCE	$ **66,972**						
UNAUDITED ENDING BALANCE	$ **68,402**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
230 - JUVENILE CASE MGR	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$3,701	$8,000	46.26%	$4,329	54.11%	($628)	-14.50%
Expense	$486	$7,500	6.48%	$0	0.00%	$486	0.00%
Net Income (Loss)	**$3,215**	**$500**		**$4,329**			
BEGINNING FUND BALANCE	$ **338**						
UNAUDITED ENDING BALANCE	$ **3,553**						

SPECIAL REVENUE FUNDS
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
235 - COURT TECHNOLOGY	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$2,931	$7,500	39.08%	$3,351	44.67%	($419)	-12.51%
Expense	$0	$250	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$2,931**	**$7,250**					

BEGINNING FUND BALANCE	$	**55,450**
UNAUDITED ENDING BALANCE	$	**58,381**

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
758 - AMERICAN RESCUE PLAN	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$90,575	$0	0.00%	$72,966	0.00%	$17,610	24.13%
Expense	$222,520	$918,214	24.23%	$1,004,815	26.50%	($782,295)	-77.85%
Net Income (Loss)	**($131,945)**	**($918,214)**		**($931,849)**			

BEGINNING FUND BALANCE	$	**1,251,533**
UNAUDITED ENDING BALANCE	$	**1,119,588**

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
005 - DEBT SERVICE FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$1,433,202	$1,515,556	94.57%	$1,486,342	100.14%	($53,140)	-3.58%
Expense	$1,176,691	$1,486,056	79.18%	$1,159,066	78.24%	$17,625	-1.52%
Net Income (Loss)	**$256,512**	**$29,500**		**$327,277**			
BEGINNING FUND BALANCE	**$ 587,489**						
UNAUDITED ENDING BALANCE	**$ 844,001**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
020 - STREET CIP	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$100,000	0.00%	$0	0.00%	$0	0.00%
Expense	$69,069	$154,486	44.71%	$639,406	46.85%	($570,337)	-89.20%
Net Income (Loss)	**$69,069**	**($54,486)**		**($639,406)**			
BEGINNING FUND BALANCE	**$ 60,885**						
UNAUDITED ENDING BALANCE	**$ (8,184)**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
024 - PARK CAPITAL IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$148,381	$3,484,054	4.26%	$2,480,139	40.76%	($2,331,758)	-94.02%
Net Income (Loss)	**$148,381**	**($3,484,054)**		**$2,480,139**			
BEGINNING FUND BALANCE	**$ 3,556,115**						
UNAUDITED ENDING BALANCE	**$ 3,407,734**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
025 - ALLEY IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$100,000	$200,000	50.00%	$100,000	50.00%	$0	0.00%
Expense	$0	$461,811	0.00%	$94,163	23.23%	($94,163)	-100.00%
Net Income (Loss)	**$100,000**	**($261,811)**		**$5,837**			
BEGINNING FUND BALANCE	**$ 299,552**						
UNAUDITED ENDING BALANCE	**$ 399,552**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
026 - CAPITAL IMPROVEMENT PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$331,886	$0	0.00%	$386,796	0.00%	$0	0.00%
Expense	$53,027	$3,897,200	1.36%	$307,276	-7.51%	$360,303	-117.26%
Net Income (Loss)	**$278,859**	**($3,897,200)**		**$694,072**			
BEGINNING FUND BALANCE	**$ 7,806,264**						
UNAUDITED ENDING BALANCE	**$ 8,085,123**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
401 - FURNITURE REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD $$	YTD Variance %
Revenue	$0	$0	0.00%	$0	0.00%	$0	0.00%
Expense	$0	$25,000	0.00%	$0	0.00%	$0	0.00%
Net Income (Loss)	**$0**	**($25,000)**		**$0**			
BEGINNING FUND BALANCE	**$ 80,000**						
UNAUDITED ENDING BALANCE	**$ 80,000**						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF MARCH 31, 2025

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
410 - IT REPLACEMENT	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue	$0	$0	0.00%	$78,605	50.74%	$0	0.00%
Expense	$6,489	$132,275	4.91%	$14,771	-4.19%	$21,259	-143.93%
Net Income (Loss)	**$6,489**	**($132,275)**		**$93,375**			
BEGINNING FUND BALANCE	**$ 304,268**						
UNAUDITED ENDING BALANCE	**$ 297,779**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
415 - FLEET REPLACEMENT	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue	$552,129	$1,026,814	53.77%	$526,244	51.47%	$0	0.00%
Expense	$470,486	$2,025,918	23.22%	$1,192,355	58.91%	($721,869)	100.00%
Net Income (Loss)	**$81,643**	**($999,104)**		**$666,112**			
BEGINNING FUND BALANCE	**$ 2,223,343**						
UNAUDITED ENDING BALANCE	**$ 2,304,986**						

	CURRENT YEAR - FY 2025			PRIOR YEAR - FY 2024		COMPARISON	
420 - SWAT REPLACEMENT	**YTD Actual**	**Revised Budget**	**% of Revised Budget**	**PY-YTD Actual**	**% of Revised Budget**	**Variance PY-YTD $$**	**YTD Variance %**
Revenue	$41,500	$83,000	50.00%	$37,500	50.00%	$0	0.00%
Expense	$1,434	$36,000	3.98%	$40,554	53.84%	($39,121)	-96.46%
Net Income (Loss)	**$40,066**	**$47,000**		**$3,054**			
BEGINNING FUND BALANCE	**$ 11,903**						
UNAUDITED ENDING BALANCE	**$ 51,969**						

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Receive the Parks and Recreation Department 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:

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

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
Receive the Parks and Recreation Department Quarterly Report

POLICY EXPLANATION:
Receive the Parks and Recreation Department Quarterly Report

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:
2025-05-06 - Parks and Recreation Quarterly Report



City of Duncanville

PARKS AND RECREATION QUARTERLY REPORT

CITY COUNCIL MEETING

MAY 6, 2025

BART STEVENSON, DIRECTOR OF PARKS AND RECREATION

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

Employee Promotions & New Certifications

- Promotion – Ervey Morales, Crew Leader – Sanitation
- Promotion – Jonathan De Leon, Parks Field Supervisor
- New Certification – Jonathan De Leon, Certified Professional Sports Manager
- New Certification – Mario Macias, Certified Pool Inspector Certification



Ervey Morales



Jonathan De Leon



Mario Macias

City of Duncanville

Park Maintenance Measurables

- Park Operations
  - 21 Playground Inspections
  - 26 of 94 citywide backflow devices inspected and repaired
  - Facilitated 141 Pavillion Rentals for an estimated 3,036 guests
  - Closed 37 work orders in response to repairs and maintenance
  - Hosted CPR Refresher Training with Duncanville Fire Department
  - Launched Duncanville ISD CTE Internship partnership
  - Supported homeless encampment cleanups
  - Removed debris from Mauk Branch Creek at Oriole Park



Park Maintenance Measurables

- Street Décor Banners
  - Received 3 new seasonal banner designs with upgraded pole fasteners for improved durability. 25 of each.
  - Currently displaying “Keep Duncanville Beautiful” banners throughout Main Street and Wheatland.
  - The Hometown Champions Banner Program is now live on SeeMyLegacy — no sponsors to date, but outreach is ongoing.
  - Storm-related damage caused temporary setbacks; however, replacement banners have been received and reinstalled.
  - Promoted through a press release and all city platforms, with ongoing engagement efforts with VFW and American Legion.
- Decorative hanging baskets added along Main Street
  - 11 decorative hanging baskets have been installed along the downtown Main Street corridor.
  - Each basket is planted with vibrant petunias to add seasonal color and charm.
  - Irrigation system upgraded to meet increased watering demands of the new baskets.
  - The Horticulture Crew will manage ongoing maintenance and perform seasonal annual color changeouts throughout the year to ensure consistent curb appeal.





City of Duncanville

Park Maintenance Measurables

- New Installations & Enhancements
  - Perry Weather alarm systems installed at Harrington and Armstrong Parks
  - Electronic door locks installed at Armstrong, Lakeside, and Redbird restrooms, and Harrington Park gate
  - 2 new trash compactor bins installed at City Hall and Library entrances

- Major Projects
  - Citywide mowing and landscaping contractors activated
  - Municipal Maintenance Agreement solidified for TxDOT property maintenance reimbursement
  - Submitted TxDOT Green Ribbon Project Application for I-20 corridor beautification
  - Fleet updates received: Turf Tank painter & Bobcat skid steer



City of Duncanville

Keep Duncanville Beautiful Board

- Recognized Milke's Jewelry as the Spring Business Beautification Award (BBA) winner for their outstanding contribution to maintaining a clean and attractive property, awarded 5 homes as Spring Curb Appeal winners, and approved 4 Native Landscape Grants, celebrating residents who enhance neighborhood aesthetics.
- Held their Annual Garden Workshop, hosted a Community Cleanup Day at Red Bird Park, participated in Flavor of Duncanville, assisted with cleanup at this year's Easter Eggstravaganza, and wrapped up the "Don't Mess with Texas" Litter Campaign competition. Staff submitted the GCAA application for sustained beautification status.
- Achieved the Keep America Beautiful – Presidents Circle status and the Keep Texas Beautiful – Gold Star affiliate status
- Upcoming Events –
  - *OCD/Community Cleanup*
    May 10, 2025 at Armstrong Park
  - *Keep Texas Waterways Clean Cleanup*
    June 21, 2025 at Waterview Park
  - *Native Landscaping Workshop*
    July 26, 2025 at D.L. Hopkins Jr. Senior Center



City of Duncanville

6

Community Clean-up at Armstrong Park
Saturday, May 10, 2025

KEEP DUNCANVILLE BEAUTIFUL

COMMUNITY CLEAN-UP DAY

MAY 10, 2025
9:00 – 11:00 AM
ARMSTRONG PARK



Keep Duncanville Beautiful

City of Duncanville

Keep Texas Waterways Clean Cleanup
Saturday, June 21, 2025



City of Duncanville

8

Native Landscaping Workshop
Saturday, July 26, 2025



Recreation Center Measurables

- Visits: February 2025 – April 2025
  - 70 new memberships
  - 22 new Silver Sneakers and Renew Active memberships
  - 2000 Silver Sneakers visits
  - 7,492
  - 1,214 day pass visits ($6,070.00)



- Classes
  - DC Sport Basketball
  - Karate
  - Yoga
  - Jazzercise
  - Tumbling
  - Cheerleading
  - Zumba

- Programs
  - Pickleball
  - Volleyball
  - Basketball
  - Ping Pong
  - Pool
- Classes Coming Soon
  - Cooking Class
  - Painting Class
  - Guitar Class
  - Volleyball Training



City of Duncanville

Recreation Center Measurables

- Recent Special Events/Programs
  - Daddy Daughter Dance
  - Black History Month Fireside Chat
  - Princess Tea Party
  - Movies in the Park
  - Easter Eggstravaganza

- Upcoming Special Events/Programs
  - Movies in the Park – May 10, 2025
  - Memorial Day Ceremony – May 26, 2025
  - Brazilian United Soccer Camp – June 2-6, 2025
  - 300 Jr. Grand Prix – June 7, 2025
  - Movies in the Park – June 14, 2025





Movies in the Park feat. Black Panther
Saturday, May 10, 2025



Memorial Day Ceremony
Monday, May 26, 2025



City of Duncanville

13

Brazilian United Soccer Camp
Monday, June 2 – Friday, June 6, 2025



Duncanville 300 Grand Prix
Saturday, June 7, 2025



Movies in the Park feat. Black Panther: Wakanda Forever - Saturday, June 14, 2025



Senior Center Measurables

- Visits: February 2025 – May 2025
  - 31 new and renewed memberships were sold throughout this quarter.
  - 3,637 visits

- Meals Served through DAAA/VNA Services
  - Dine-in lunch
  - 2,560

- Events
  - Bingo
  - Coffee with the Mayor
  - Walk in the Park
  - Game Night
  - Bagel Social
  - Monthly Birthday Celebration
  - Trips to museums, restaurants, and entertainment venues
  - Various performances including choir and live entertainment





City of Duncanville

Bond Election Projects and Planning

- Harrington Park
  - Construction to began January 2025
  - Broke ground on Harrington Park Bond Renovation Project
  - Drainage repairs completed at rear of Harrington Park – thanks to Public Works
  - Completion by December 2025

- Trails
  - Harrington-Waterview Bridge and Trail to be completed with the concession/restrooms at Harrington bond project





Duncanville
City of Champions

PARKS AND RECREATION
FOR QUESTIONS OR INFORMATION
CONTACT: (972) 780-5070

HARRINGTON PARK BOND IMPROVEMENTS

CONCESSIONS, RESTROOMS, AND PEDESTRIAN BRIDGE TO WATERVIEW PARK

DEAN CONSTRUCTION

YOUR DOLLARS AT WORK
TOTAL: 4,056,859.78

START DATE: JANUARY 2025
END DATE: DECEMBER 2025

City of Duncanville

Questions?

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
Quarterly Report Duncanville Fieldhouse

Vision Statement:

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

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Craig Brasfield, Director of Duncanville Fieldhouse

BACKGROUND/HISTORY:
Duncanville Fieldhouse is the premier home for diverse and exceptional indoor sports, entertainment, fitness, and community events. We strive to serve our community by offering exceptional customer service and amazing spaces within our venue for public and private events. We also team with local fitness entrepreneurs to bring fresh exercise experiences & youth leaders to offer the best in Summer Camp programming.

POLICY EXPLANATION:
Quarterly Report

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
0000	000	000

ACTION ALTERNATIVES:
Other actions as directed by City Council

ATTACHMENTS:
Duncanville Fieldhouse - Quarterly Report May 2025



DUNCANVILLE FIELDHOUSE QUARTERLY REPORT

CRAIG BRASFIELD - GENERAL MANAGER
DUNCANVILLE FIELDHOUSE

MAY 6, 2025

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

The City of Duncanville

Summary - FY25 Revenue & Expense Jan, Feb, Mar 2025

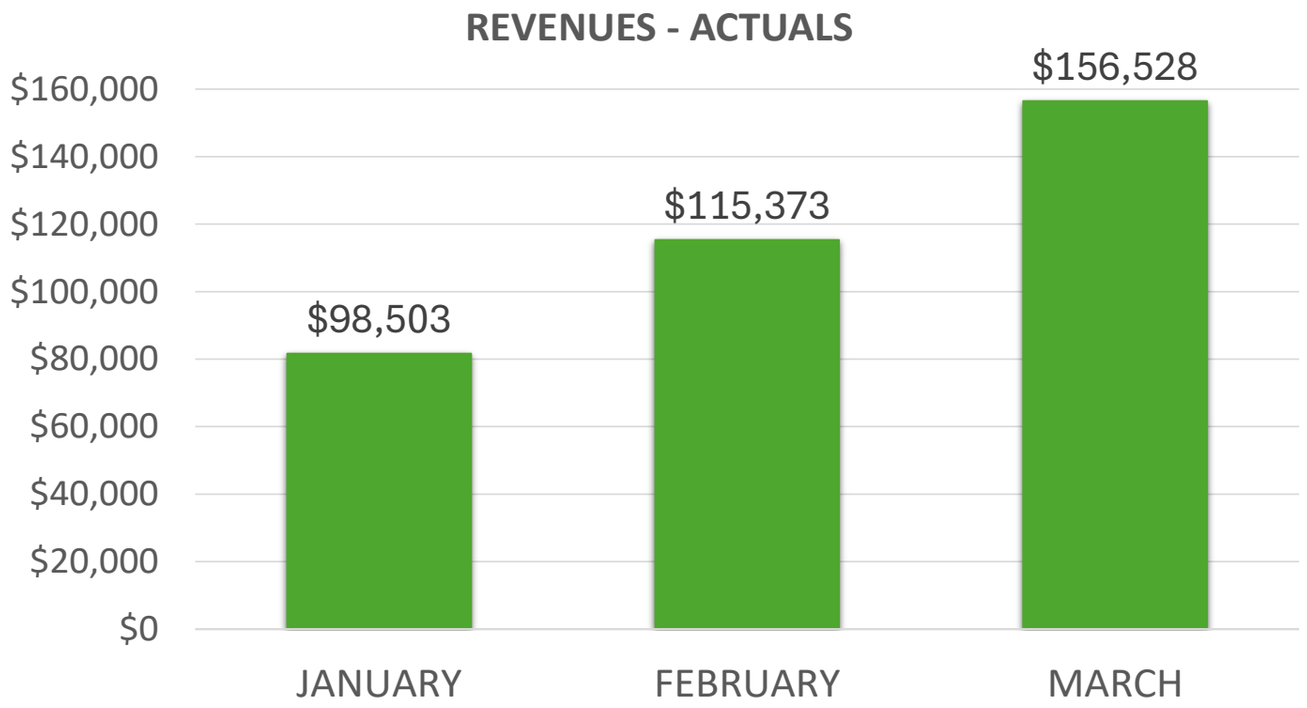
	FY25 Budget	Actual
• Revenue:	$1,602,700	$370,404
• Expense:	$1,498,197	$369,877
• Totals:	**+$104,503**	**+$527**

- **Does not Include the Economic Development Revenue Transfer - $537,950**
- **Does not Include the Economic Development Debt Payment - $537,950**

The City of Duncanville

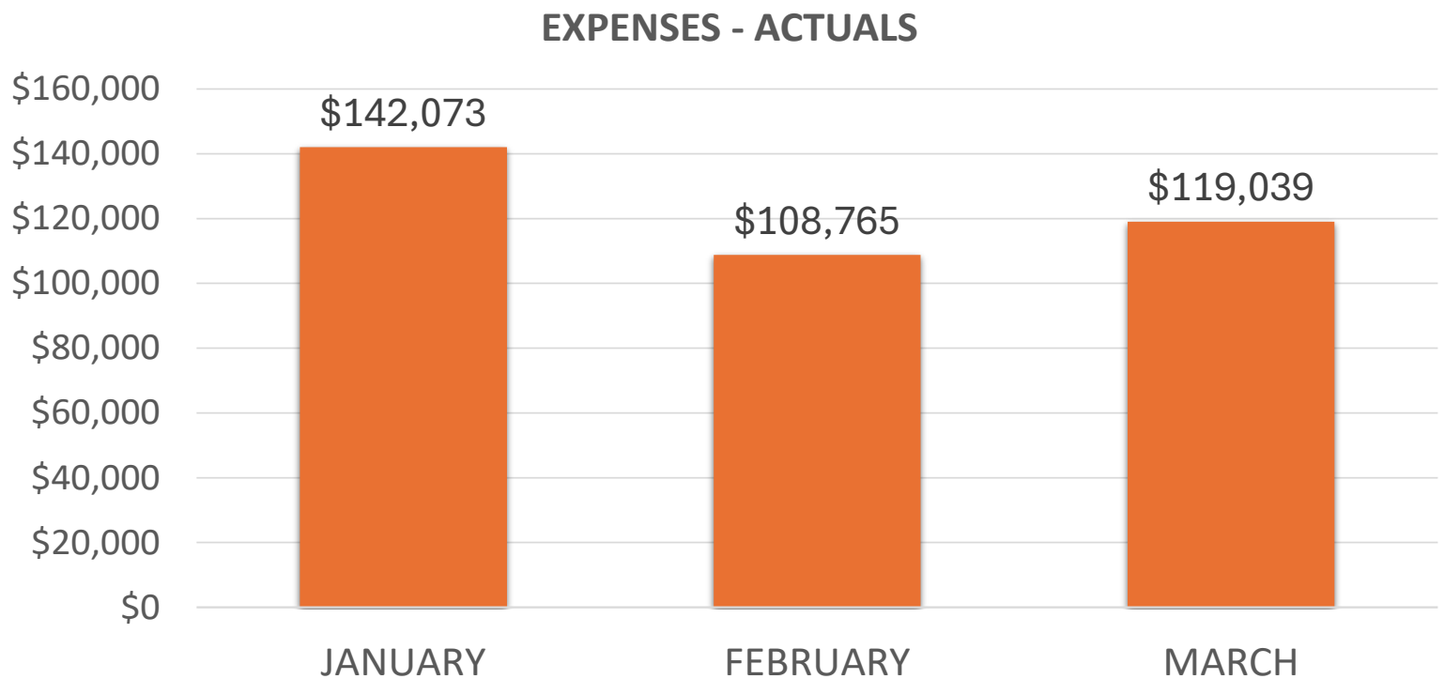


Fieldhouse Revenues - Jan, Feb, Mar 2025



The City of Duncanville

Fieldhouse Expenses - Jan, Feb, Mar 2025



The City of Duncanville

Special Event Reservations - Summary

January, February, March

- Basketball Tournaments - 11
- Basketball Camps - 3
- Basketball Leagues - 4
- Volleyball Tournament - 1
- MMA/Jiu Jitsu Tournaments - 3
- Cheer Competition - 1

The City of Duncanville

Special Event Reservations - January 2025

4,5	HYPE Sports Youth Basketball Tournament
5,12,19	Masters Pro-Am Adult Basketball League - Session I
11,12	Players Tribe Basketball Tournament
11,12	Ismaili Volleyball Tournament
18	Dallas Prep Media Basketball Tournament
18,19	Elite Grassroots Basketball Tournament
19,26	Next-up Youth Basketball League - Session I
25,26	American Grappling Federation Jiu Jitsu Tournament
25	Champions of Sport Basketball Tournament

The City of Duncanville



Special Event Reservations - February 2025

1,2	Burris Buckets Academy Basketball Tournament
2,16,23	Masters Pro-Am Adult Basketball League - Session I
2,9,14,16,21, 23	Next-up Youth Basketball League - Session I
8	IKF Point Muay Thai Kickboxing Tournament
8,9	John Lucas Youth Basketball Camp
15,16,17	Open Gym Premier Basketball Tournament
22,23	HYPE Sports Youth Basketball Tournament

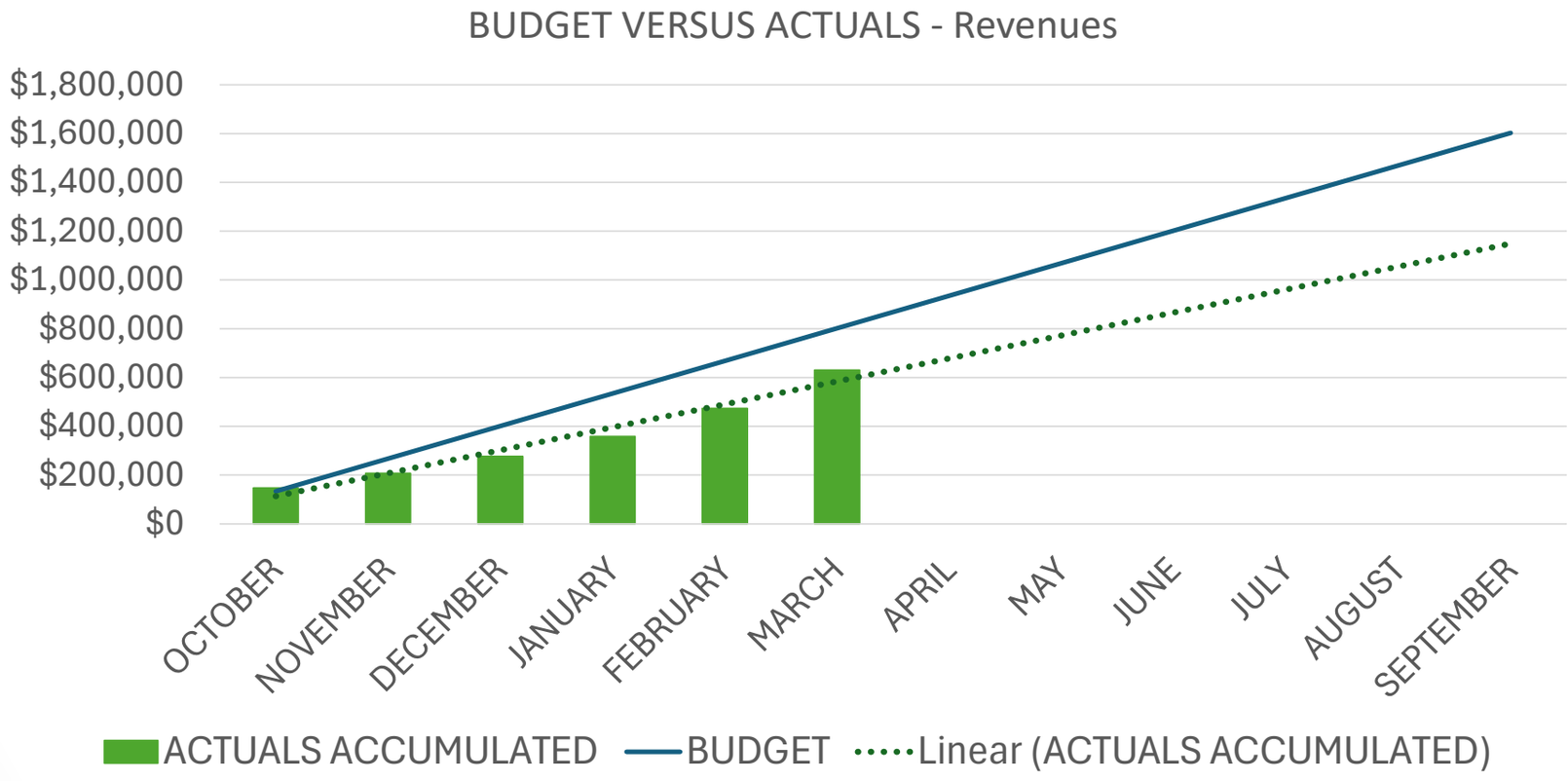
The City of Duncanville

Special Event Reservations - March 2025

1	North American Grappling Association Jiu Jitsu Tournament
2	GASO I Basketball Camp
2,9,16,23	Masters Pro-Am Adult Basketball League - Session I + Session II
2,9,16,23,30	Brodie Adult Rec League - Session I
2,9	Next-up Youth Basketball League - Session I
7	Prodigy Cheer & Tumbling Cheer Competition
8,9	Made Hoops South Winter Circuit Basketball Tournament
15,16	GASO II Basketball Tournament
22,23	Open Gym Premier Basketball Tournament
18,19,20	NXPRO Sports Puma - Session I Basketball Tournament
30	Frank Phillips College Basketball Camp

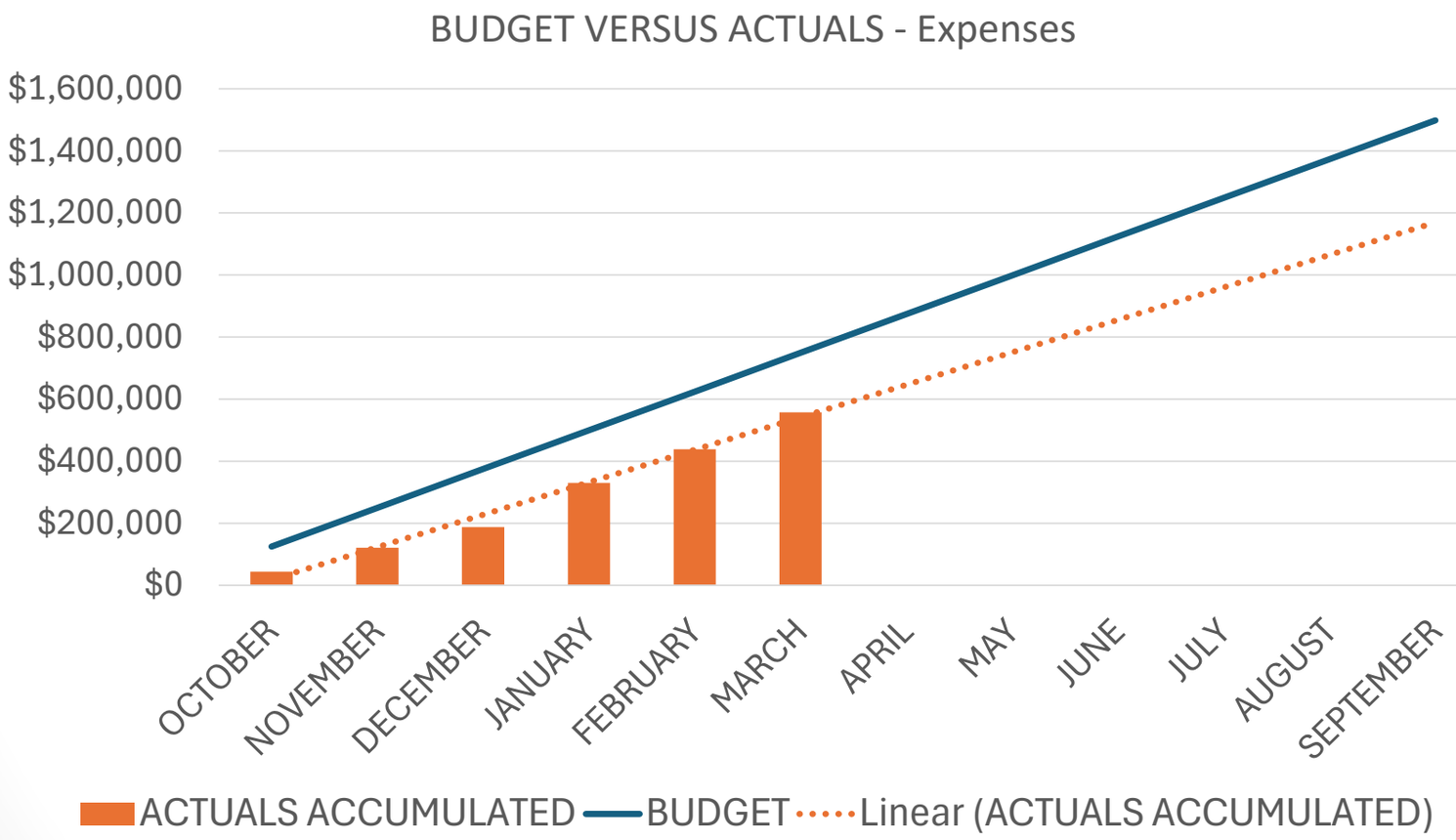
The City of Duncanville

Fieldhouse Revenues - Oct. thru Mar. 2025



The City of Duncanville

Fieldhouse Expenses - Oct. thru Mar. 2025



The City of Duncanville

Summary - FY25 Revenue & Expense

	FY25 Budget	Actual
• Revenue:	$1,602,700	$646,912
• Expense:	$1,498,197	$557,626
• Totals:	**+$104,503**	**+$89,286**

- **Does not Include the Economic Development Revenue Transfer - $537,950**
- **Does not Include the Economic Development Debt Payment - $537,950**

The City of Duncanville



Special Event Reservations - Summary

FY25 - Oct. 2024 thru Sept. 2025

- Basketball Tournaments - 59
- Basketball Camps - 9
- Basketball Leagues - 10
- Volleyball Tournaments - 2
- MMA/Jiu Jitsu Tournaments - 9
- Cheer Competitions - 2

The City of Duncanville



Fieldhouse Contractual Programs & Partners - FY 2025

- **Airells Courts Volleyball Club** - Club Volleyball Training
- **BOSS Summer Camp Program -** Complete Summer Camp Experience
- **Bridge Basketball Academy** - Basketball Skills Training
- **Crossroads Academy** - Private School
- **CryoPlus** - Wellness & Recovery Center
- **DasCHE Spartans Basketball -** Homeschool Basketball, Men’s & Women's
- **Duncanville Boxing & Fitness** - Boxing & Fitness Training
- **Engrafted Word Family Church -** Weekly Sunday Church Service
- **Faith Family Academy -** Private School Basketball, Men's & Women’s
- **Prodigy Xtreme 365 Cheer & Tumbling** - Cheerleading & Tumbling Instruction
- **Succeed for Life/Vision Hackers -** Homeschool Physical Education & Fitness Program
- **Texas Wildcats Basketball** - Club Basketball Training

The City of Duncanville



BOSS Summer Camp - 2025





Special Event Reservations - Summary

April, May, June

- Basketball Tournaments - 14
- Basketball Camps - 1
- Basketball Leagues - 4
- Jiu Jitsu Tournaments - 1
- Community Events - 1

The City of Duncanville

Special Event Reservations - April 2025

4,5,6	GASO III Basketball Tournament
6,13,27	Masters Pro-Am Adult Basketball League - Session II
6,13,27	Brodie Adult Rec League - Session II
11,12,13	Open Gym Premier Basketball Tournament - Adidas Gold Series
18,19,20	Texas Impact Basketball Tournament
25,26,27	GASO IV Basketball Tournament

The City of Duncanville



Special Event Reservations - May 2025

3,4	American Grappling Jiu Jitsu Tournament
3,4	Texas Wildcats Basketball Tournament
6,13,27	Brodie Adult Rec Basketball League - Session II
10,11	Dallas Mustangs Basketball Tournament
16,17,18	GASO V Basketball Tournament - LIVE EVENT
18,25	Masters Pro-am Adult Basketball League - Session II
23,24,25	HYPE Sports Youth Basketball Tournament
30,31	Urban DFW Basketball Tournament

The City of Duncanville



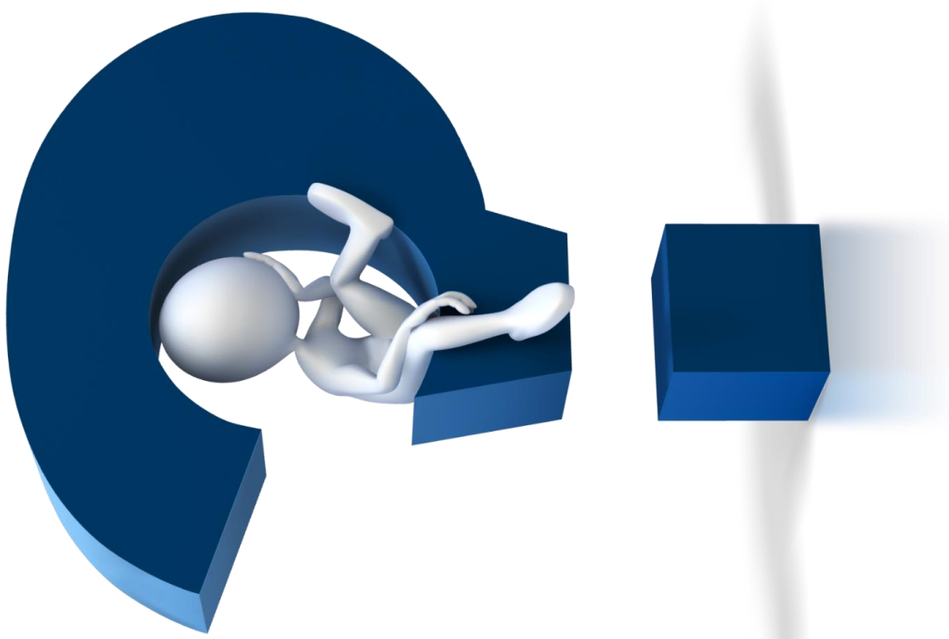
Special Event Reservations - June 2025

1	Urban DFW Basketball Tournament
1	Next-up Youth Basketball League Championship
1,8,15	Masters Pro-Am Adult Basketball League - Session II
2	SUMMER CAMP SESSION I BEGINS
7,8	Big Time Hoops Basketball Tournament
13,14,15	Dallas ShowTyme Basketball Tournament
20,21,22	Texas Association of Basketball Coaches Basketball Tournament - LIVE EVENT
24,25,26	Breakthrough Basketball Camp
22,29	Masters Pro-Am Adult Basketball League - Session III
27	SUMMER CAMP SHOWCASE I
27,28,29	Family Ties Basketball Tournament
30	SUMMER CAMP SESSION II BEGINS

The City of Duncanville

The City of Duncanville

Questions



STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
City Council to receive a briefing and discuss city ordinance relating to parking violations and enforcement actions.

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:
Adrian Tijerina, Assistant Chief of Police
Robert Byrd, Lieutenant
Darrell Tatum, Parking Compliance Officer

BACKGROUND/HISTORY:
City Council requested a briefing on city ordinance parking violations and enforcement actions. The council will receive a briefing detailing elements of abandoned and junked vehicles as defined in Duncanville City Ordinance.

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:
Parking Presenation SM



City of Duncanville

PARKING – TICKETING & REMOVAL

MAY 6, 2025
ADRIAN TIJERINA, ASSISTANT CHIEF
ROBERT BYRD, LIEUTENANT
DARRELL TATUM, PARKING COMPLIANCE OFFICER
SHAHAD MOHAMMED, ASSISTANT DIRECTOR OF PUBLIC WORKS

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

Objectives

Parking in the Public Right of Way (Police):

- What constitutes an Abandoned Vehicle?
- What constitutes a Junked Vehicle?

Parking on Private Properties (Code Enforcement):

- What is Parking On an Unimproved Surface POUS?
- What is enforceable by the City of Duncanville Code of Ordinance?
- What is the recommendation for enforcement?

City of Duncanville



12-35 Definitions

- For the purposes of this article, a motor vehicle is abandoned if it:
  - Is inoperable, is more than five years old, and has been left unattended on public property for more than 48 hours;
  - Has remained illegally on public property for more than 48 hours
  - …

City of Duncanville



Abandoned Vehicle

- Duncanville City Ordinance 19-107.1
  - No person shall park, stop, stand or otherwise leave unattended a motor vehicle on any public street or right-of-way for more than 30 consecutive days. Any such motor vehicle shall be deemed illegally parked and an abandoned vehicle under state law.

12-35 Definitions

- A junked vehicle is defined as a vehicle that is self-propelled and does not have lawfully attached to it either an unexpired license plate or registration insignia, is:
  - Wrecked, dismantled or partially dismantled, or discarded; or,
  - Inoperable and has remained inoperable for more than 72 consecutive hours if the vehicle is on public property, or 30 consecutive days if the vehicle is on private property.

What does this mean…

- Since we are unable to observe the vehicle as abandoned (inoperable) ordinance Section 19-107.1 is being used to remove the vehicle.

- In addition, now that regulations have changed on state inspection requirements and display stickers, how are officers determining if a car is inoperable and/or abandoned?

City of Duncanville



What does this mean…

- First, there is a misconception that a vehicle with expired registration can be considered inoperable. There is no clear-cut definition in the State law for "**inoperable"**, but we do know that a vehicle can still be operational with an expired registration. How we prove inoperability are several observable factors;
  - Flat tire(s)
  - Missing mechanical parts
  - Leaves & debris around the vehicle
  - Fluid leaking
- Without observing these issue(s) or any other issue an officer can articulate proving the vehicle is inoperable, we then chalk the tire for the 30-day removal based on the wording in Ordinance Section 19-107.1.

Parking on Private Properties

- What is Parking On an Unimproved Surface POUS?

- Parking on an unimproved surface is an ordinance that explains where vehicles can be placed and/or stored. Whether it is temporary (vehicles placed at a location for a short amount of time), or permanent (a vehicle that belongs to the resident or property owner), vehicles must be parked on a surface approved by the building official.
- When rain occurs, water enters porous surfaces like grass, dirt, and sand. Water then enters the stormwater drains. Due to the various fluids emitted from vehicles, purifying the water becomes more difficult because there are now fluids from vehicles in the water.
- Enforcing the parking on unimproved surface ordinance is vital to a community because compliance ensures our ground water supply is protected.
- Standard, mid-sized, and compact cars, trucks, motorcycles, recreational vehicles, trailers, and any other variation of these items must be parked on concrete, asphalt, or gravel consisting of a border and at least 6 inches in depth.









City of Duncanville

8

Parking on Private Properties

- What is enforceable by the City of Duncanville Code of Ordinance?

The City of Duncanville's Code Enforcement/Neighborhood Services department enforces section 12-131, which states the following:

(a) It shall be unlawful for any person to drive, leave, stand or park or allow to be parked any vehicle on an unimproved surface in a front yard or side yard on any property used for residential purposes.

(b) Parking or standing of vehicles is permissible on an unimproved surface if an existing residence is served by a driveway which does not constitute an improved parking surface as of January 18, 2000. Vehicles shall be placed on material (gravel with border or asphalt) that is large enough to accommodate the overall dimensions of any vehicle parked or stored thereon, not just under the wheels. Borders for gravel driveways shall be constructed of a durable material securely anchored or bordered by means approved by the building official. Extensions of an unimproved driveway are permitted if the unimproved driveway was in existence as of January 18, 2000. Extensions of unimproved driveways by a concrete surface or brick pavers are also permitted. Asphalt overlays of not less than 1½ inches is permitted over existing concrete, asphalt, or gravel driveways. No extension of an existing unimproved driveway may be made with asphalt shingles or roofing material.

Parking on Private Properties

- What is the recommendation for enforcement?
  - ***Currently, there is no ordinance addressing parking on an unimproved surface for commercial properties and other zoning districts.***
  - ***The ordinance only addresses areas zoned residential.***
  - ***It is recommended that the Code of Ordinance be updated to include enforcement of POUS on all private properties, to include all zoning districts.***

City of Duncanville

Thank you

Any questions?







STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
The City Council will receive a briefing on current ordinances related to grease traps and discuss and suggest modifications to requirements and responsibilities.

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:
Shahad Mohammed, Assistant Director of Public Works
Josh McConnell, Building Official
Kiki Smith, Health Inspector

BACKGROUND/HISTORY:
The Building Inspections Division seeks to propose an ordinance change to the existing grease trap ordinance to enhance the protection of the City's sanitary sewer system and allow more reasonable requirements that, while still preventing grease accumulation in City sewer pipes, also encourage small business owners to create value in our city. Currently, the City's ordinance includes multiple classifications and conflicting requirements, which can cause confusion and inconsistency in compliance. Revising these ordinances aims to improve transparency and make the requirements easier for business owners to understand and implement.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

N/A	N/A	N/A

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - Grease Trap Presentation



City of Duncanville

GREASE TRAP REQUIREMENTS

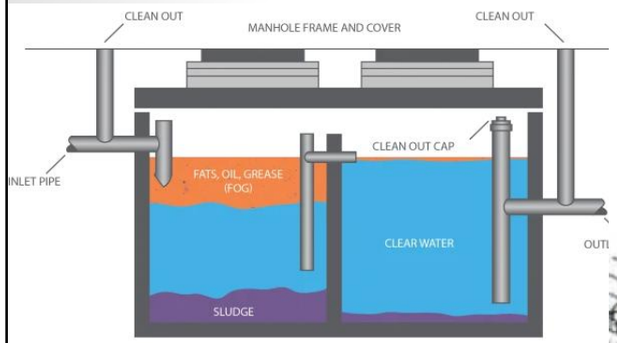
MAY 6, 2025

KIKI SMITH – HEALTH INSPECTOR

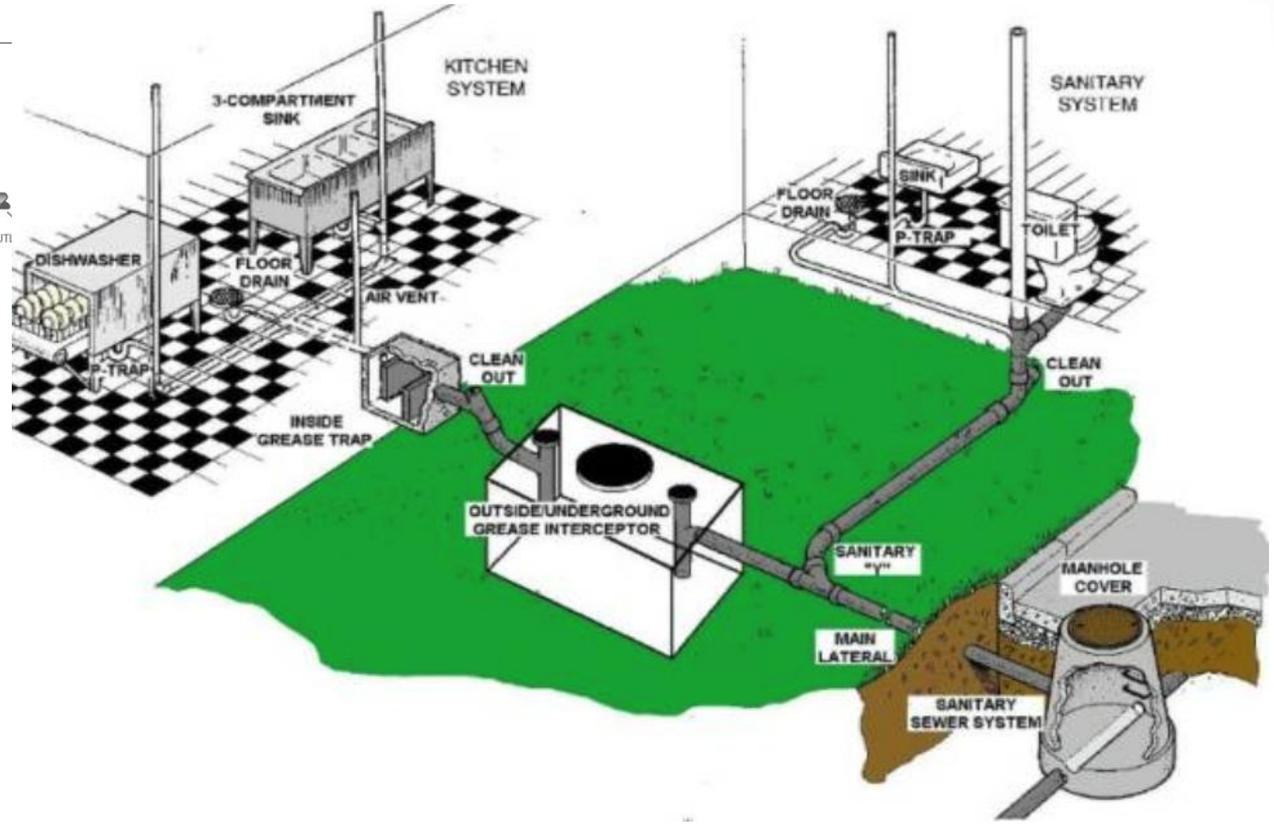
JOSHUA MCCONNELL – CHIEF BUILDING OFFICIAL

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

TYPES OF GREASE INTERCEPTORS



- In-ground Grease Trap



- Under-sink Grease Interceptor



A grease interceptor is a plumbing device designed to capture fats, oils, and grease (FOG) from wastewater before it enters the municipal sewer system. It works by slowing wastewater flow, allowing FOG to separate and float to the surface for removal, while heavier solids settle to the bottom.

City of Duncanville

CURRENT CHALLENGES RELATED TO GREASE TRAPS

- Some currently operating without a grease trap.
- Establishments seek to change their restaurant concept and add menu items.
- New owner purchase or lease of business that previously operated without grease interceptor.
- Undersized Grease traps discovered during change of ownership process, where the existing trap does not meet the city requirements.
- The ordinance is too complex, making it difficult to identify restaurant classification.





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CH.12, ARTICLE 2, SEC. 12-30, 12-31

Sec. 12-30. - Classification of establishments.

For the purpose of application of minimum construction standards adopted in section 12-31, food establishments are classified as follows:

(1) Class 1 establishments shall include cafeterias and full service restaurants.

(2) Class 2 establishments shall include fast food establishments, pizza parlors, bakeries, and grocery store delicatessens.

(3) Class 3 establishments shall include sandwich shops, ice cream parlors, and convenience stores with hot dogs, etc.

(4) Class 4 establishments shall include all other convenience stores and produce stands.

(5) Class 5 establishments shall include supermarkets and grocery stores.

(6) Class 6 establishments shall include food warehouses and food processing establishments

(7) Class 7 establishments shall include day care facility food preparation areas.

(8) Class 8 establishments shall include school cafeterias.

(Ord. No. 2264, § 1, 1-19-16)

(3)	GREASE TRAPS
Class 1 & Class 8	750 lbs. — More Than Four Fixtures, 100 lbs. — Fixtures or Less
Class 2	750 lbs. — More Than Four Fixtures, 100 lbs. — Fixtures or Less
Class 3	Required; May be Waived by City Health Officer
Class 4	Not Required
Class 5	750 lbs. — More Than Four Fixtures, 100 lbs. — Four Fixtures
Class 6	Liquid — 750 lbs. or 100 lbs. Dry/Warehouse — Not Required
Class 7	Required; May be Waived by City Health Officer

- Fried Foods- French Fries, Chicken Nuggets
- Dairy Products- Milk, Ice Cream, Espresso
- Meat & Poultry- Grease from cooking meat
- Salad Dressings- Many contain oil or dairy
- Butter & Oil- Cooking on skillets & pans

City of Duncanville

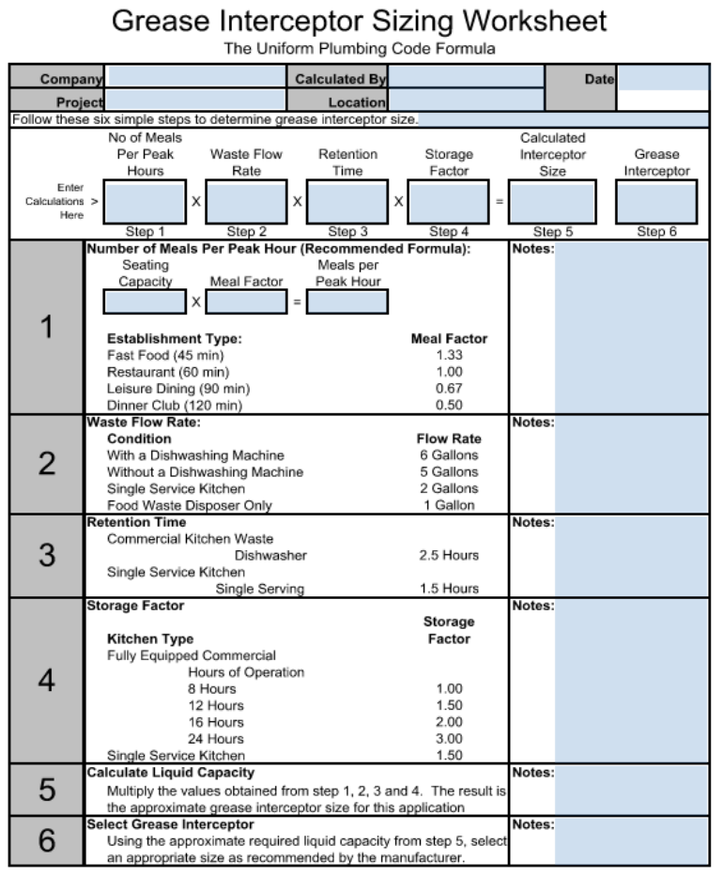
CONFLICTS IN THE ORDINANCE

- Ch. 20, Article 9 – Fats, Oils, and Grease (FOG)
  - The FOG Coordinator currently receives reports from Trinity River Authority relating to fats making it past interceptors and into city sewer pipes and is also required to periodically submit reports of whether the grease traps are being maintained and emptied regularly.
  - Ch. 12, Article 2, Sec.12-31, Table (3) currently gives the Health Inspector the sole authority to determine sizing of grease traps.
- Recommendation
  - Move plan review and service monitoring authority for grease traps from the Health Inspector to the FOG Coordinator and the Building Official, who may determine reasonable sizing.

CONFLICTS: ORDINANCE VS. TCEQ

- The Texas Commission on Environmental Quality
  - Sizes grease traps using their chart. This focuses on waste volume rather than categories.
- Recommendation
  - Adopt the TCEQ Worksheet for Grease Trap Sizing in Ch. 20, Article 9, Sec. 20-127(a)(1)
  - Delete the following Sections:

Ch.12, Article 2, Sec. 12-31, Table (3)



Grease Interceptor Sizing Worksheet

The Uniform Plumbing Code Formula

Company		Calculated By		Date	
Project		Location			

Follow these six simple steps to determine grease interceptor size.

Enter Calculations Here >	No of Meals Per Peak Hours		Waste Flow Rate		Retention Time		Storage Factor	=	Calculated Interceptor Size	Grease Interceptor
	Step 1	X	Step 2	X	Step 3	X	Step 4		Step 5	Step 6

1	**Number of Meals Per Peak Hour (Recommended Formula):** Seating Capacity X Meal Factor = Meals per Peak Hour **Establishment Type:** — **Meal Factor** Fast Food (45 min) — 1.33 Restaurant (60 min) — 1.00 Leisure Dining (90 min) — 0.67 Dinner Club (120 min) — 0.50	**Notes:**
2	**Waste Flow Rate:** **Condition** — **Flow Rate** With a Dishwashing Machine — 6 Gallons Without a Dishwashing Machine — 5 Gallons Single Service Kitchen — 2 Gallons Food Waste Disposer Only — 1 Gallon	**Notes:**
3	**Retention Time** Commercial Kitchen Waste Dishwasher — 2.5 Hours Single Service Kitchen Single Serving — 1.5 Hours	**Notes:**
4	**Storage Factor** **Kitchen Type** — **Storage Factor** Fully Equipped Commercial Hours of Operation 8 Hours — 1.00 12 Hours — 1.50 16 Hours — 2.00 24 Hours — 3.00 Single Service Kitchen — 1.50	**Notes:**
5	**Calculate Liquid Capacity** Multiply the values obtained from step 1, 2, 3 and 4. The result is the approximate grease interceptor size for this application	**Notes:**
6	**Select Grease Interceptor** Using the approximate required liquid capacity from step 5, select an appropriate size as recommended by the manufacturer.	**Notes:**

City of Duncanville

Thank you

Any questions?



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STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
The City Council will receive a briefing on the Drainage Master Plan, discuss the information, and provide direction if necessary.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:
On March 17, 2025, the city sent a request for Statements of Qualification (SOQs) to engineering firms on its prequalified list for engineering work related to the 2025 Drainage Master Plan Project. The 2025 Drainage Master Plan will serve as a strategic guide for future drainage infrastructure improvements, long-term maintenance, and planning to address existing and future drainage needs. This plan will update and build upon prior studies, including the City's previous drainage master plans and relevant studies from partnering agencies such as Dallas County's Inland Port Study, ensuring a coordinated and efficient approach.

Key tasks include:

- Review and Integration of Existing Data
- Watershed and Infrastructure Assessment
- Identification of Needed Drainage Improvements
- Project Prioritization & Phasing
- Policy & Design Standards Review
- Cost Estimation & Funding Strategies
- Final Deliverables

Staff reviewed all Statements of Qualifications (SOQs) and determined that Freese & Nichols was the most qualified firm for the project. They were officially notified of their selection on April 16, 2025. At this time we are still awaiting confirmation of the cost of the project. A project kickoff meeting has

already been held to outline the next steps. While data collection has begun, the project is expected to officially start in June, with an anticipated completion date in March 2026. The expected completion coincides with the budget planning season, allowing staff to allocate funds for necessary drainage projects in the fiscal year 2026-2027 budget.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:
N/A

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
The City Council will receive a briefing on the City's TxDOT Transportation Alternatives Program grant applications, discuss the information, and provide direction if necessary.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:
The City of Duncanville has submitted two preliminary applications to the Texas Department of Transportation (TxDOT) under the Transportation Alternatives Program, which provides funding opportunities for projects that enhance pedestrian and bicycle infrastructure with a focus on safety and accessibility.

The first application, titled the Downtown Connector, is designed to improve walkability and connectivity between neighborhoods and the downtown area/main street. The project includes enhancements such as new sidewalks, ADA-compliant ramps, crosswalks, and related pedestrian infrastructure to create a safer and more accessible downtown corridor.

The second application, the Smith Elementary Safe Routes to School Connection, focuses on improving pedestrian safety for students walking to and from Smith Elementary School. This project includes school zone flashers, improved crosswalks, pedestrian bridges, and sidewalk extensions to enhance safety and access for children and families.

TxDOT has officially notified the City that both projects have been identified as eligible and have been invited to proceed with submitting complete, detailed applications. In response, staff is briefing Council to provide an overview of both projects, discuss the benefits and improvements they offer, and seek any feedback or questions from Council before submitting the final applications. Staff

intends to present a resolution at the next regular Council meeting for formal approval to submit the full applications.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:
N/A

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
City Council to receive a briefing and discuss a proposed change to the City of Duncanville's Compensation Policy last revised October 1, 2020. The proposed change would establish a Cost-of-Living Adjustment (COLA) plan tied to the Consumer Price Index, subject to annual budget appropriation.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Doug Finch, City Manager

BACKGROUND/HISTORY:
The City of Duncanville's Compensation Pay Plan was formally established to create a structured, equitable, and competitive system for managing employee salaries and benefits. Initially adopted on December 28, 2016, and effective as of January 1, 2017, the plan was designed to align employee compensation with market conditions, organizational equity, and individual performance. The core philosophy behind the Pay Plan is to attract and retain a highly qualified workforce by offering salaries that reflect the knowledge, skills, and abilities required for each position, while also ensuring internal consistency and fairness.

POLICY EXPLANATION:

Purpose of the Update: The City of Duncanville's Compensation Pay Plan has been designed to ensure that employee compensation remains competitive, equitable, and aligned with both internal organizational needs and external market conditions. A critical component of maintaining a competitive pay structure is the ability to adjust wages to reflect the impacts of inflation and changes in the cost of living. The City's current policy does not formally tie annual Cost of Living Adjustments (COLAs) to a recognized economic indicator. As part of the proposed update, an amendment is being

introduced to incorporate a **formal COLA mechanism based on the Consumer Price Index (CPI)**. This ensures transparency, predictability, and market responsiveness in adjusting salaries over time.

Policy Proposed Amendment: The City of Duncanville would establish an annual Cost of Living Adjustment (COLA) review as part of the budget development process. The recommended COLA will be based on the annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Bureau of Labor Statistics. The City will prioritize using data from the Dallas-Fort Worth-Arlington, TX region when available, or the national CPI-U if regional data is unavailable.

- The CPI-U change from the previous calendar year ending December 31 will be used as the baseline.
- The City Manager will propose a COLA recommendation to the City Council as part of the annual budget.
- The application of a COLA will be subject to available budgetary resources and Council approval each fiscal year.
- The COLA is intended to preserve employees' purchasing power and maintain competitiveness without automatically guaranteeing an adjustment if fiscal or operational conditions prohibit it.

Benefits of the Proposed Change: The proposed addition of a CPI-based COLA mechanism reflects best practices in municipal compensation management. It supports the City's ongoing commitment to sound financial planning, competitive compensation, and organizational excellence.

- *Transparency***:** Provides a clear and consistent basis for salary adjustments.
- *Market Competitiveness***:** Ensures salaries remain aligned with real-world economic conditions affecting employees.
- *Employee Retention***:** Helps prevent wage stagnation and improves the City's ability to attract and retain qualified personnel.
- *Financial Stewardship***:** Maintains flexibility, as the Council retains final approval authority during each budget cycle.

FUNDING SOURCE:

ORG and Object Number
N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:
compensationplan.04292025

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POLICY TITLE: COMPENSATION PAY PLAN	
DEPARTMENT: Human Resources	
Policy Chapter: Employee Compensation and Benefits	Section Number: HR 3.01
Approved Date: 12-28-2016	Approved By:
Effective Date: 01-01-2017	
Revision Date: 05-08-2019; 10-01-2020;	

(proposed May 2025)

PURPOSE:

The administration of salaries for each position is based on the philosophy of maintaining a competitive pay structure for the purpose of recruiting and retaining an effective workforce. Determination of appropriate compensation is based on the following principles:

1. Provide compensation based on knowledge, skills and abilities for each job description.
2. Regularly review the internal equity of positions, evaluating their job duties within the organization.
3. Establish individual equity measures within the performance review process and provide for opportunities for performance-based increases, as determined by funds availability.
4. Review classifications to ensure competitiveness with similar jobs within the local economy or applicable labor market, establishing ranges similar to that market.
4.5. Establishment of a sustainable plan for Cost of Living Adjustments (COLA).

POLICY:

A pay plan is a schedule of base salary rates that establishes the relationships between a group of job classifications within an organization. Longevity, overtime, and other additional pays (such as certificate pays) are not included in the base salary rate.

Base pay is the compensation for services performed and not a reward for seniority, longevity of service, promise to produce, or the ability to produce. When funds are available for merit increases they will be provided for employees who have earned or merited the pay through their performance. If used competently and strategically, the pay plan is an excellent tool for recruiting and retaining a quality workforce. A pay plan defines the boundaries for making decisions regarding pay.

The pay plan and procedures governing it are subject to revision each fiscal year, or as often as may be deemed necessary based on market changes and other management considerations.

Police and Fire Civil Service pay plans must be approved by City Ordinance by City Council.

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PROCEDURES:

A. Beginning Pay - the rate determined to be appropriate for a new employee based on the employee's level of education and job-related experience.

1. Applicants who meet the minimum qualifications of the position will be placed at the minimum of the salary pay grade. A 3% merit increase will be granted upon successful completion of the initial probationary period.
2. Applicants with more experience and/or qualifications than the minimum qualifications may be recommended as high as 5% above the minimum for starting pay with Department Head and Human Resources approval.
3. Applicants with substantially better than minimum qualifications may be recommended for a higher starting pay by the Department Director. A memo requesting a higher starting pay and justification must be forwarded to and approved by the City Manager before offering to the applicant.
4. Civil Service employees are on a step pay plan and will be placed on the appropriate step in accordance with Texas Local Government Code, Chapter 143; and Local Civil Service Rules.
5. Re-hired employees will be treated as new hires.

B. Promotion - the result of being selected by a supervisor for a new or vacant position assigned to a higher salary grade.

1. Upon promotion, the employee will be placed in the new position's assigned salary pay grade. The increase in salary will either be the minimum of the new salary range or 7%, whichever is greater. A 3% merit increase will be given upon successful completion of the promotion probationary period.
2. Civil Service employees are on a step pay plan and will be placed on the appropriate step in accordance with Texas Local Government Code, Chapter 143; and Local Civil Service Rules.

C. Temporary Promotion - the action that places a qualified person in a higher level classification on a temporary basis until the current occupant returns from extended leave or open position can be filled through the normal hiring process.

1. Temporary promotions are limited to a minimum of thirty consecutive calendar days to a maximum of six months for all positions except Department Director or above. Please see *Policy 3.08 Out of Class Pay* for further information.
2. Civil Service employees will receive the difference in pay from current pay rate and the starting pay of the next rank when assigned to "step up" during a shift.

D. Demotion - the movement of an incumbent from the current assigned position to a lower paid position. Demotions usually occur involuntarily due to unsatisfactory job performance; however a demotion can occur due to a mutual agreement between the employee and supervisor at the employee's request.

1. If returning to the same position as held prior to the current promotion, the employee will be returned to their previous salary or percentage of placement within the range (if salary ranges have been adjusted) prior to the promotion.

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E. Reclassification - the action that results when a position has taken on significant new duties and responsibilities since the last time the job was evaluated. The new duties may or may not add points to compensable job factors used to determine a new grade and may result in a higher or lower salary grade based on the outcome of the compensation analysis. As a part of the reclassification process, a different job title is selected to reflect the changes in the work performed.

1. During the annual budget process a supervisor may submit a reclassification request based on additional duties assigned and higher responsibilities given to a position. Also upon a position vacancy and/or change in organizational structure, reclassifications may be considered outside of the annual budget process.
2. Upon analysis and justification of the reclassification, if the results lead to an increase in classification, an employee's salary will be adjusted to the minimum of the new salary pay grade; however, a 5% increase above the minimum of the new salary pay grade may be recommended with Department Head and Human Resources approval. A recommendation for a higher reclassification minimum pay may be made by the Department Director. A memo requesting a higher reclassification pay and justification must be forwarded to and approved by the City Manager before becoming final.
3. Reclassification does not equate to a promotion. It does not initiate a probationary period nor does it result in a merit increase after six months.

F. Transfer - the lateral movement of an employee to a new position in the same pay grade as his/her current position.

1. Movement within the same department:
    a. Different position within the same pay grade - no base pay change.
2. Movement to a different department:
    a. Different position within the same pay grade - no base pay change.

G. COLA - To ensure that employee compensation remains competitive and responsive to economic conditions, the City of Duncanville will incorporate an annual Cost of Living Adjustment (COLA) as a component of its overall compensation policy. The COLA will be determined based on the annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, using the Dallas-Fort Worth-Arlington, TX metropolitan statistical area as the benchmark when available, or the national CPI-U if regional data is unavailable. The COLA will be reviewed and proposed annually during the City's budget process and may be implemented, subject to City Council approval, to help preserve employees' purchasing power and support workforce retention. While the CPI will serve as a guiding metric, the final COLA percentage will be based on available budgetary resources and the City's long-term financial sustainability goals.

BUDGET CONSIDERATIONS

- All salaries must be adequately funded in each department's annual budget.
- Requests for reclassification or review of position should normally be done annually as part of the annual budget process. Should the need exist for reclassification or review, the Department Director must submit the request with adequate justification in time for budget review. All approved reclassifications, if funded, will become effective the first full pay period in October

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of the fiscal year.

- All reclassifications must be approved by the City Manager.

STAFF REPORT

MEETING: City Council - 06 May 2025

TITLE:
City Council to receive a briefing on proposed Charter amendment(s)

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
The City Council received a briefing from City Attorney Bob Hager on December 17, 2024 regarding the procedures for amending the City Charter. At its regular meeting of January 4, 2025, the City Council received a briefing from City Manager Douglas Finch regarding the possible creation of a Charter Amendment Committee to review the City Charter and make recommendations for changes to the City Council. At that meeting, the City Council indicated its desire to consider a proposition amending the term limits of the mayor and councilmembers from two year terms to three year terms.

At its regular meeting of February 18, 2025, the City Council received a briefing on the proposed Charter amendment and ballot language to amend the term limits of the mayor and councilmembers from two year terms to three year terms. At this meeting, the City Council also expressed the desire to review any other proposed changes to the Charter that would align the City Charter with current state legislation, and remove any conflicts with current state law. The City Attorney stated he would review the Charter for these additional changes and bring those changes back to the City Council for review.

POLICY EXPLANATION:
Council will be briefed on the proposed language for a proposition to amend the Duncanville City Charter Article II "The Council," and Article VII "Nominations and Elections" to change the terms of the mayor and council members from two-year terms to three-year terms, and defining the years in which elections for each office will be held. In addition, the City Attorney will brief the City Council on

any other proposed changes that would align the City Charter with current state legislation, and remove any conflicts between the City Charter and current state laws.

Per the Texas Secretary of State Election Date calendar, the last day to order a General Election or an Election on a Measure for the November 4, 2025 Uniform Election Day is Monday, August 18, 2025. Charter amendment proposition elections cannot be held more often than every two years.

FUNDING SOURCE:

ORG and Object Number
NA

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

ACTION ALTERNATIVES:

1. Discuss other actions as directed by Council.