# Duncanville City Council Meeting Agenda

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

**Tuesday, May 17, 2022**
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
**or immediately following the 6:00 pm Work Session/Briefing**

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

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

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

## SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and by video conference at 6:00 pm on Tuesday, May 17, 2022 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

Due to limited seating in council chambers, persons or participants may attend by video conference in order to maintain safe social distance as provided in this notice.

Pursuant to City practice, Citizen Comments and Reports during Election Season, March 1st – May 7th, and during a Run-Off Election period are not broadcast or recorded.

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, May 17, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – May 17th.
- First and Last Name; and address.
- State if you would like the Mayor to read your comment or if you would like to speak via ZOOM.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

## Register in advance for this webinar:

**https://us02web.zoom.us/webinar/register/WN_PiHct8jkRZuPsqmHbxILDw**

After registering, you will receive a confirmation email containing information about joining the webinar.

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

**WORK SESSION / BRIEFING**
Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

**1. DISCUSS AGENDA ITEMS**

**2. BRIEFINGS / PRESENTATIONS**

A. Receive and Discuss the Star Transit Service Strategic Partnership Proposal. 6

Star Transit Service Strategic Partnership Proposal

**EXECUTIVE SESSION**
None.

**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
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

**CANVASS OF ELECTION AND OATHS**

1. Consider a Resolution Canvassing and Declaring the results of the May 7th, 2022, General Election for Mayor, and Councilmembers for Districts Two (2) and Four (4); ordering a Runoff Election for Office of the Mayor. 7 - 8

   Canvassing and Declaring the results of the May 1, 2021, General Election

2. Candidates receiving the majority of the votes for their respective districts will be sworn in by the City Secretary, after which each will take their seat on the dais.

**RECESS FOR RECEPTION**

1. Recognize and show appreciation to outgoing Councilmember Mark D. Cooks, for his service.

2. Celebrate your Elected Officials Day. 9 - 10

   Elected Officials Day - May 19th

**1. REPORTS**

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

## 2. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation recognizing May 1 – 7, 2022, as Drinking Water Week. 11 - 14

Drinking Water Week

B. Proclamation recognizing May 15 – 21, 2022, as National Public Works Week. 15 - 18

National Public Works Week

C. A Proclamation to designate the Week of May 15-21, 2022, as Emergency Medical Services Week. 19 - 21

Emergency Medical Services Week

## 3. CITIZENS' INPUT

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

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

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, May 17, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – May 17th.
- First and Last Name; and address.
- State if you would like the Mayor to read your comment or if you would like to speak via ZOOM.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

## 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 19, 2022, City Council Regular Meeting. 22 - 25

2022-04-19 - City Council - Minutes - UNAPPROVED

B. Consider a Resolution authorizing a micro-surfacing pavement treatment services contract with Viking Construction, Inc., through the City of Grand Prairie Contract #21478, with an estimated contract expenditure amount of $430,449.44. 26 - 84

Micro-Surfacing Pavement Treatment Service

## 5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Conduct a Public Hearing and consider an Ordinance granting a specific use permit to allow for a Short-Term Rental on river oaks, Block K, Lot 5, City of Duncanville, Dallas County, Texas, more commonly known as 350 Linklea Drive. 85 - 103

SUP - 350 Linklea Drive

B. Conduct a Public Hearing and consider an Ordinance granting a Specific Use Permit "SUP" for Short-Term Rental on Irwin Keasler Dev Red Bird 5, PT Lot 0006, Duncanville, Dallas County, Texas, more commonly known as 822 Sherrill Boulevard. 104 - 129

SUP - 822 Sherrill Boulevard

C. Conduct a Public Hearing and consider an Ordinance granting a specific use permit to allow for a Short-Term Rental on Duncanville Estates 1, Block C, Lot 4, City of Duncanville, Dallas County, Texas, more commonly known as 103 South Capri Drive. 130 - 147

SUP - 103 South Capri Drive

D. Consider an Ordinance amending Chapter 9A 'Flood Damage Prevention', Article V 'Provisions for Flood Hazard Reduction', Section 9A-41 'General Standards' by amending Subsection (4); Section 9A-42 'Specific Standards' by amending Subsection (4) Manufactured Homes, C (I), and Subsection (5) 'Recreation Vehicles'; Section 9A-44 'Standards for Areas of Shallow Flooding (AO/AH Zones)' by amending Section (1); To Provide Prerequisites for Community Rating System Flood Insurance Program updated by FEMA; proving a penalty clause; and providing severability, effective date, and open meetings clauses. 148 - 153

Flood Damage Prevention

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

## 6. STAFF AND BOARD REPORTS

A. Receive the Monthly Financial Report as of March 31, 2022. 154 - 185

Financial Report as of March 31, 2022

B. Receive the Fiscal Year 2022 Second Quarter Investment Report as of March 31, 2021. 186 - 195

Second Quarter Investment Report

C. Receive the Police Department Quarterly Report. 196 - 209

Quarterly Report

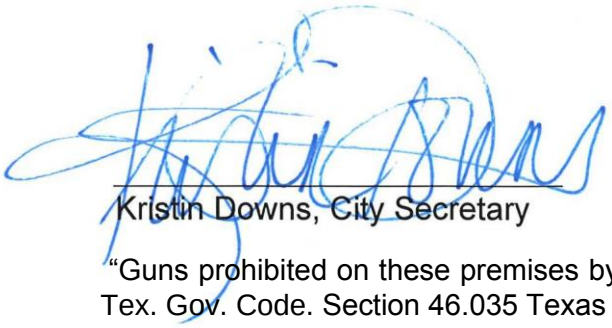
D. Receive the Economic Development Department Quarterly Report. 210 - 219

Quarterly Report

## ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time:

**Thursday, May 12, 2022 at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.



Kristin Downs, 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 - 17 May 2022**

**TITLE:**
Receive and Discuss the Star Transit Service Strategic Partnership Proposal.

**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:**
**Agustin 'Gus' Garcia, Managing Director; Development Services**

**BACKGROUND/HISTORY:**
The City of Duncanville and the Duncanville Community and Economic Development Corporation is partnering with Star Transit and the NCTCOG to propose a strategic partnership that would provide a grant-funded commuter traffic program to local residents and seniors in need of transportation to places within and beyond the boundaries of Duncanville thereby providing access to essential services in the private, government, and non-profit industry sectors.

**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 - 17 May 2022**

**TITLE:**
Consider a Resolution Canvassing and Declaring the results of the May 7th, 2022, General Election for Mayor, and Councilmembers for Districts Two (2) and Four (4); ordering a Runoff Election for Office of the Mayor.

**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:**
**Kristin Downs, 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 7, 2022; 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 May 13, 2022. The Ballot Board, by the election code, has until Monday, May 16th to count both Provisional and FPCA ballots and then provide them to Central Count for counting. The last day to canvass for the May 7, 2022 General Election is Wednesday, May 18, 2022.

**As of the posting of the agenda the City Secretary has not received the Official Results. Once received, the City Secretary will update the Resolution with the final numbers.**

**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**
01011200-700231

| **Available Budget** | **Purchase Amount** | **After Encumber** |
|---|---|---|
| $60,000.00 | $18,211.60 | $41,788.40 |

**ACTION ALTERNATIVES:**
Approval of Resolution.

# STAFF REPORT

**MEETING: City Council - 17 May 2022**

**TITLE:**
Celebrate your Elected Officials Day.

**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:**
**Kristin Downs, City Secretary**
**Aretha R. Ferrell-Benavides, City Manager**

**BACKGROUND/HISTORY:**
Elected Officials Day is celebrated annually on May 19th.

City council members, mayors, governors, members of state legislatures, senators and representatives in the United States Congress, and the President of the United States all are government officials who serve the public by being elected. Whether we support or agree with these persons, all have a role to play in providing for leadership through democratic means for governess and social norms. On Celebrate Your Elected Officials Day, we acknowledge our gratitude for their public service.

**POLICY EXPLANATION:**
Here are a few ideas on how to celebrate the day:

- Learn who all your elected officials are.
- Write a letter to one or more of your elected officials thanking them for their service.
- Post on social media about one of your favorite elected officials. Perhaps you could list some of the reasons why you think they are an exemplary elected official.
- Read a book about one of your favorite elected officials. Maybe there is a president or senator throughout history who you would like to learn more about.
- Register to vote.

**FUNDING SOURCE:**

**ORG and Object Number**
N/A

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

**ACTION ALTERNATIVES:**
N/A

# STAFF REPORT

**MEETING: City Council - 17 May 2022**

**TITLE:**
Proclamation recognizing May 1 – 7, 2022, 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:**
**Jacqueline R. Culton, P.E., Director of Public Works (Interim)**
**Matt Bryant, Utilities Superintendent**
**David Dunn, Assistant Utilities Superintendent**

**BACKGROUND/HISTORY:**
"For more than 40 years, the American Water Works Association (AWWA) and its members have celebrated Drinking Water Week – a unique opportunity for both water professionals and the communities they serve to join in recognizing the vital role water plays in our daily lives."

In 1988, a coalition formed by the League of Women Voters, the Association of State Drinking Water Administrators, and the United States Environmental Protection Agency was created to sponsor a resolution to name the first week of May, Drinking Water Week. The week-long observance was declared in a joint congressional resolution and signed by President Ronald Reagan.

The following year, the National Drinking Water Alliance was formed of 15 nonprofit educational, professional, and public interest organizations. 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 18 Public Works Water Utility employees who build or maintain the City's water infrastructure.

This year's theme, "There When You Need It," celebrates water being our most valuable natural resource. Also celebrated is the vital role Public Works plays in being the stewards of the water infrastructure upon which future generations depend. Only tap water delivers public health protection, fire protection, support for our economy, and the quality of life we enjoy. AWWA proudly salutes and thanks each citizen of our city for helping to protect our source waters from pollution and for practicing water conservation.

**POLICY EXPLANATION:**
N/A

**FUNDING SOURCE:**

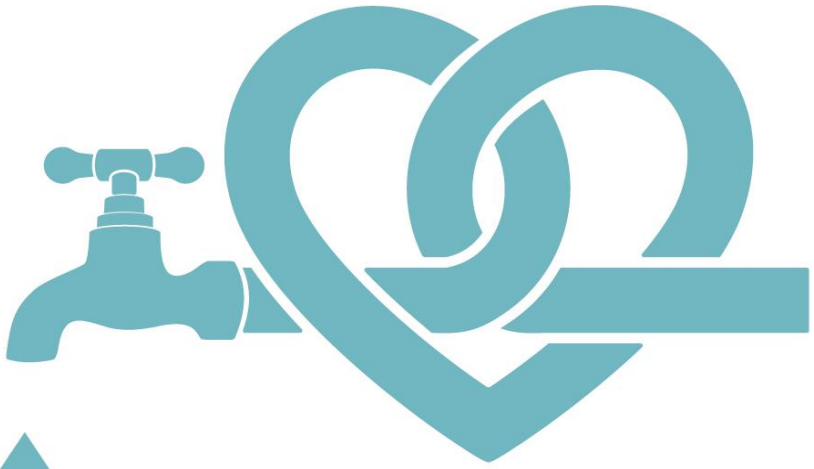
**ORG and Object Number**
N/A

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

**ACTION ALTERNATIVES:**
Recognize May 1 – 7, 2022, as Drinking Water Week

**ATTACHMENTS:**
Attachment 1 - Drinking Water Week Logo
Attachment 2 - Proclamation - Drinking Water Week May 1 - 7, 2022

ATTACHMENT 1



# Drinking Water Week22

*There When You Need It*

May 1-7, 2022

OFFICE OF THE MAYOR

Duncanville
City of Champions

# Proclamation

**WHEREAS,** water is our most valuable natural resource; and

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

**WHEREAS,** any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

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

**WHEREAS,** each citizen of our city is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water;

**NOW, THEREFORE,** I, Barry L. Gordon, 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 1 – 7, 2022, as

## DRINKING WATER WEEK

with appropriate ceremonies and observances in which all of our people may join in commemorating Public Works Department 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 17th day of May, 2022.

Mayor, The City of Duncanville

# STAFF REPORT

**MEETING: City Council - 17 May 2022**

**TITLE:**
Proclamation recognizing May 15 – 21, 2022, as National Public Works 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:**
**Jacqueline R. Culton, P.E., Managing Director of Public Works (Interim)**

**BACKGROUND/HISTORY:**
Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. Across North America, more than 30,000 APWA members in the US and Canada use this week to energize and educate the public on the importance of the contribution of Public Works to their daily lives. In 1962, President John F. Kennedy signed a proclamation that designated the first full, third week of May as National Public Works Week.

This will be the seventh proclamation for National Public Works Week recognized by the Mayor of the City of Duncanville. The City has 52 Public Works employees who build or maintain the City's infrastructure.

"Ready and Resilient" is the 2022 National Public Works Week theme. This year's exciting poster showcases the superheroes within every Public Works professional. It encourages citizens to think about how Public Works professionals are always "READY to serve their communities, and RESILIENT as ever in their abilities to pick themselves up off the ground after encountering challenges." Additionally, the theme "highlights the ability of these professionals to perform regular public works duties and be ready at a moment's notice to react as first responders during natural disasters and overcome trials seen in the field."

Public Works helps maintain a community's strength by providing an infrastructure of services in transportation, water, wastewater, and stormwater treatment, public buildings and spaces, parks, and

grounds, emergency management and first response, solid waste, and right-of-way management. Public Works employees contribute much to making our communities great places to live and work.

**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 15 – 21, 2022, as National Public Works Week.

**ATTACHMENTS:**
Attachment 1 - NPWW Poster
Attachment 2 - Proclamation - Public Works Week May 15-21, 2022

ATTACHMENT 1
PUBLIC WORKS
READY AND RESILIENT
NATIONAL PUBLIC WORKS WEEK
MAY 15-21, 2022
APWA

OFFICE OF THE MAYOR

Duncanville
City of Champions

# Proclamation

**WHEREAS,** water is our most valuable natural resource; and

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

**WHEREAS,** any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

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

**WHEREAS,** each citizen of our city is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water;

**NOW, THEREFORE,** I, Barry L. Gordon, 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 1 – 7, 2022, as

## DRINKING WATER WEEK

with appropriate ceremonies and observances in which all of our people may join in commemorating Public Works Department 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 17th day of May, 2022.

Mayor, The City of Duncanville

Duncanville
City of Champions

# STAFF REPORT

**MEETING: City Council - 17 May 2022**

**TITLE:**
A Proclamation to designate the Week of May 15-21, 2022, as Emergency Medical Services Week.

**FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN:**

**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:**
**Sam Rohde, Fire Chief**

**BACKGROUND/HISTORY:**
EMS is a vital component of healthcare, public health, and public safety. On any given day, in almost every community in our nation, EMS responds to patient calls for help, 24/7. Yet few understand exactly what medical services EMS provides, how EMS fits into the wider healthcare system, or how EMS is staffed, funded, and delivered. EMS Week is a time to thank paramedics, EMTs, and the entire EMS workforce for their service and sacrifices. It's also an opportunity for EMS to continue to raise public awareness about the critical role of EMS in the community.

**POLICY EXPLANATION:**
There is no policy decision associated with this item.

**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:**
Attachment 1 - Emergency Medical Services Week

OFFICE OF THE MAYOR

Duncanville
City of Champions

# Proclamation

**WHEREAS,** Emergency medical services are a vital public service; and

**WHEREAS,** The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS,** Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS,** The emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, first responders, educators, administrators and others; and

**WHEREAS,** The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS,** It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

**NOW, THEREFORE,** I Barry L. Gordon, Mayor of the city of Duncanville, Texas, in recognition of this event do hereby proclaim the week of May 15-21, 2022, with May 18th being Emergency Medical Services for Children (EMSC) Day; as

## EMERGENCY MEDICAL SERVICES WEEK

With the theme, “This is EMS: Rising to the Challenge,” I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 17th day of May, 2022.

*Mayor, The City of Duncanville*

# Duncanville City Council Meeting Minutes
# Regular Meeting
# Tuesday, April 19, 2022

**CALL TO ORDER**
A regular meeting of the Duncanville City Council was called to order on Tuesday, April 19, 2022, at 5:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

**COUNCIL PRESENT:** Mayor Barry L. Gordon
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Greg Contreras

**COUNCIL ARRIVING AT:** Councilmember Mark D. Cooks – 5:14 p.m.

**COUNCIL ABSENT:** Mayor Pro Tem Patrick Harvey

## I. WORK SESSION / BRIEFING

### I.1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into the record, and City Manager Ferrell-Benavides reviewed each item.

### I.2. BRIEFINGS / PRESENTATIONS

**I.2.A.** ***Discuss Annual City Council Calendar.***
City Secretary Downs presented the item.

City Council concluded to cancel the May 3rd Regular City Council Meeting.

**I.2.B.** ***Presentation from Village Tech students regarding a Dog Park in Duncanville.***
Parks and Recreation Director Stevenson introduced Village Tech Dog Park Summit Team who presented the item.

Council thanked the Village Tech students on their hard work and how impressed they were. Staff looks forward to working with the Village Tech Students.

Briefing Session was adjourned at 5:23 p.m.

## II. EXECUTIVE SESSION

No Executive Sessions were held.

## III. 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 5:31 p.m. with Mayor Gordon presiding.

Pastor Jeff Conrad, Grace Place Church delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

### III.1. REPORTS

**III.1.A.** ***Mayor's Report.***
Mayor Gordon invited everyone to attend:
Coffee with the Mayor
Senior Center
April 27, 2022
8:30 a.m.

UNAPPROVED

**III.1.B.** ***Councilmembers' Reports***
There were no Councilmember Reports.

**III.1.C.** ***City Manager's Report.***
City Manager Ferrell-Benavides spoke on upcoming events and Economic Development.

## III.2. PROCLAMATIONS AND PRESENTATIONS

**III.2.A.** ***Recognition of Mayor's Champion.***
Mayor Gordon recognized Amy Jackson as the City Champion.

**III.2.B.** ***Proclamation Recognizing Police Memorial Week.***
Mayor Gordon presented the proclamation.

{Councilmember Cooks left the meeting at 5:43 p.m.}
{Councilmember Cooks returned to the meeting at 5:47}

**III.2.C.** ***Receive a presentation from McConnell & Jones, LLP on the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2021, including the independent auditors' report.***
Item was removed.

## III.3. CITIZENS' INPUT

***"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law" At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.***

To speak by video conference during Citizen Comments, you must register with the City Secretary before 4 pm on Tuesday, April 19, 2022, email citysecretary@duncanville.com and title the email. "Public Comment – April 19th". You will need to register with the link below to attend the meeting by video conference. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone. Feel free to email your citizen comment to the City Secretary when registering for the Mayor to read into the record if any unexpected technical issues arise.

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, April 19, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – April 19th.
- First and Last Name; and address.
- State if you would like the Mayor to read your comment or if you would like to speak via ZOOM.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

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

Erika Browning, 442 E. Cherry - spoke on the Audit Commission meeting and the dog park presentation made by Village Tech students.

## III.4. CONSENT AGENDA

Mayor Gordon requested that City Secretary Kristin Downs read the Consent Agenda Items.

**III.4.A.** ***Consider the Minutes for the March 21st Joint Meeting, the March 28th Joint Meeting, the April 5th City Council Regular Meeting, and the April 11th City Council Special Meeting.***

**III.4.B.** ***A motion to accept the audit of financial statements for the year ending September 30, 2021.***
Item was removed.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against, with Mayor Pro Tem Patrick Harvey absent. Item passed.

## III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

**III.5.A.** ***Conduct a Public Hearing (2022-05) for consideration and action regarding the request of Oscar D. Castillo, applicant, representing J. Carmen Ortiz, owner, to include a Specific Use Permit "SUP" for Carport on Hilltop Estates 7, Block E, Lot 13, City of Duncanville, Dallas County, Texas, more commonly known as 455 Azalea Lane.***
Neighborhood Services Director Tennant presented the item.

- Request for Carport
- Proposed to meet area, yard, bulk standards
- Proposed to meet material standards
- No responses for or against the request

On March 28, 2022, the Planning and Zoning Commission voted unanimously in favor of the request.

Mayor Gordon opened the Public Hearing at 5:54 p.m.

In Favor:
No one spoke.

Opposed:
No one spoke.

Emily Bridges, 418 Oleander St. – submitted a card for opposition.

Councilmember Don McBurnett made a motion to close the Public Hearing, Councilmember Jeremy Koontz seconded the motion. The vote was cast 6 for, 0 against (Mayor Pro Tem Patrick Harvey absent).

Mayor Gordon closed the Public Hearing at 5:55 p.m.

Councilmember Koontz stated he will be voting against the item; plans were not submitted and cannot properly evaluate.

Councilmember Contreras questioned if the plans would be submitted to the Building Official with the permit. Director Tennant stated yes.

Councilmember Greg Contreras made a motion to approve the item as stated, Councilmember Mark D. Cooks seconded the motion. The vote was cast 5 for, 1 against (Councilmember Jeremy Koontz), with Mayor Pro Tem Patrick Harvey absent.

## III.6. STAFF AND BOARD REPORTS

**III.6.A.** ***Receive the Monthly Financial Report as of February 28, 2022.***
Item moved to the next Council meeting.

UNAPPROVED

**IV. ADJOURNMENT**

The meeting was adjourned at 6:01 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

UNAPPROVED

# STAFF REPORT

**MEETING: City Council - 17 May 2022**

**TITLE:**
Consider a Resolution authorizing a micro-surfacing pavement treatment services contract with Viking Construction, Inc., through the City of Grand Prairie Contract #21478, with an estimated contract expenditure amount of $430,449.44.

**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:**
**Jacqueline R. Culton, Director of Public Works (Interim)**
**Kelly McChesney, Streets Superintendent**

**BACKGROUND/HISTORY:**
The Public Works Department has developed a comprehensive FY22 Street Maintenance Plan for Duncanville. The plan utilizes various methods of roadway maintenance to ensure the best use of funds given the specific roadway condition. The FY22 plan includes crack sealing, pavement lifting, micro-surfacing, pavement replacement, and mill and overlay street surface treatments to repair and rejuvenate road surfaces.

Micro-surfacing involves applying a mixture of water, asphalt emulsion, aggregate (very small, crushed rock), and chemical additives to an existing asphalt pavement surface. This helps rejuvenate the driving surface while preserving and protecting the underlying pavement structure. Typically, roadways chosen for cyclical micro-surfacing applications are treated every five to seven years. Factors including location, weather, traffic loading, and pavement conditions determine if a micro-surfacing application is appropriate. This method of street surfacing renewal is viewed as a cost-effective strategy to prolong the life of certain streets in Duncanville.

Location, weather, traffic loading, and pavement conditions determine if a micro-surfacing application is appropriate for street surfacing renewal. Roadways selected for micro-surfacing treatment are commonly those with medium to high traffic volume and slight to moderate distress. Additionally, roadways must have no rutting, generally narrow crack widths, and a micro-surfacing treatment must

be demonstrated to extend the pavement life until resurfacing becomes necessary. Roadways chosen for cyclical micro-surfacing applications would typically be treated every five to seven years.

**POLICY EXPLANATION:**
Micro-surfacing pavement treatment services are available from Viking Construction, Inc. of Waco, Texas, using the City of Grand Prairie Contract #21478. The contract covers material and installation at $3.29 per square yard. Viking Construction, Inc. satisfactorily completed micro-surfacing contracts for the City in FY17 ($130,279.29), FY18 ($181,541.80), FY19 ($165,628.00), FY20 ($350,785.23), and FY21($563,411.91).

This authorization would cover the purchase of micro-surfacing services on an as-needed basis through September 30, 2022, and will treat approximately 130,835.83 square yards of pavement on Duncanville streets.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these interlocal cooperative arrangements.

**FUNDING SOURCE:**

**ORG and Object Number**
01066200-700450

| **Available Budget** | **Purchase Amount** | **After Encumber** |
|---|---|---|
| $450,000.00 | $430,449.44. | $19,550.56 |

**ACTION ALTERNATIVES:**
1. Approved funding in the amount of $430,449.44 to perform micro-surfacing pavement treatment services.
2. Other actions as directed by Council.

**ATTACHMENTS:**
Resolution No. - 2022-033 - Micro-surfacing Pavement Treatment Services - Pdf

**RESOLUTION NO. 2022-033**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A MICRO-SURFACING PAVEMENT TREATMENT SERVICES CONTRACT WITH VIKING CONSTRUCTION, INC., THROUGH THE CITY OF GRAND PRAIRIE CONTRACT #21478, WITH AN ESTIMATED CONTRACT EXPENDITURE AMOUNT OF $430,449.44; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** It is necessary to purchase micro-surfacing pavement treatment services to preserve streets in the City of Duncanville; and

**WHEREAS,** the City of Duncanville has entered into a cooperative purchasing agreement with the City of Grand Prairie for products and services; and

**WHEREAS,** the City of Grand Prairie has taken competitive sealed bids and awarded Contract #21478 for micro-surfacing pavement treatment services to Viking Construction, Inc.; and

**WHEREAS,** this authorization will cover the purchase of micro-surfacing pavement treatment services through April 30, 2023; with an estimated contract expenditure amount of $430,449.44; and

**WHEREAS,** the City of Duncanville estimates that its purchases through the contract term will exceed $50,000.00, and thus purchases through this contract require approval by the City Council.

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

**SECTION 1.** The City Council of the City of Duncanville does hereby award a bid and authorize micro-surfacing pavement treatment services through the City of Grand Prairie Contract #21478 to Viking Construction, Inc. in accordance with the unit prices bid as set forth in the attached Exhibit "A", with an estimated contract term expenditure amount of $430,449.44.

**SECTION 2.** Purchases authorized beyond the current fiscal year are subject to the availability of funds and any non-appropriation by the City Council. Failure to budget for such expenses for FY23 shall terminate this authorization.

**SECTION 3.** The City Council of the City of Duncanville hereby authorizes the City Manager, or her designee, to execute the appropriate and necessary documents in the unit price bid for an estimated contract term expenditure of $430,449.44.

**SECTION 4.** 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 17th day of May, 2022.

**APPROVED:**

_____

Barry L. Gordon, Mayor

**ATTEST:**

_____

Kristin Downs, City Secretary

**APPROVED AS TO FORM:**

_____

Robert E. Hager, City Attorney

EXHIBIT A

# Contract Coversheet

**Dept:*** Purchasing

**Contract ID:** 21478

**For:** Public Works

**Bid Number:** 22062

**Contact Name:** Alysia Ducote

**Contact Phone:*** 8045

**Contact Email:*** aducote@gptx.org

**Vendor Name:** Viking Construction, Inc.

**Vendor Email:** dan@vciss.com

**Project Name:** Micro-Surfacing and Slurry Seal

**Summary:** Initial Contract

**Permanent Retention***

○ Yes ◉ No

**Contract Amount**
$ 623,987.52

**Total Contract Amount over all terms**
$ 3,119,937.60

**Account #**

**Work Order #**

## Dates

**Implementation Date**
4/6/2022

**Termination Date**
4/30/2023

**Council Approval Date**
4/5/2022

## Contract Approvals

**Department Manager:**
Sign

**Date**

**City Attorney Signature**
dean roggia

**Date** 4/26/2022

**City Manager Signature**
WILLIAM A. HILLS

**Date** 4/28/2022

**City Secretary Signature**
Gloria Colvin

**Date** 4/29/2022

EXHIBIT A

EXHIBIT A

**CITY OF GRAND PRAIRIE**
**SERVICES PRICE AGREEMENT**

**THIS CONTRACT** is made and entered into this date by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY"), and VIKING CONSTRUCTION, INC. (hereinafter referred to as "VENDOR") and evidences the following:

## I. PURPOSE

VENDOR shall provide Micro-Surfacing and Slurry Seal Treatment per bid award resulting from VENDOR's response to RFB #22062, submitted by Brad Pearce, on February 28, 2022.

## II. DESCRIPTION OF SERVICES

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

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

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

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

## III. PERFORMANCE OF WORK

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

EXHIBIT A

## IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed $623,987.52 without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The city will pay invoices as work is completed and within 30 days after receipt of an invoice or certification by the City that the work is performed in a good and workmanlike manner, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

## V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of April 6, 2022. No new orders shall be accepted, against this Contract term, after midnight on April 30, 2023. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

## VI. CONTRACT ASSIGNMENT

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

## VII. CONFLICT OF INTEREST

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

EXHIBIT A

## VIII. CHANGE IN WORK

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

## IX. CONFIDENTIAL WORK

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

## X. OWNERSHIP OF DOCUMENTS

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

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

## XI. NONDISCRIMINATION

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

EXHIBIT A

## XII. INDEPENDENT VENDOR

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

## XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

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

## XIV. INSURANCE

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

EXHIBIT A

## XV. NO VERBAL AGREEMENT

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

## XVI. TERMINATION

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

## XVII. VENUE

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

## XVIII. APPLICABLE LAWS

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

## XIX. ADDITIONAL VERIFICATIONS

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

## XX. CONTRACT INTERPRETATION

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

EXHIBIT A

## XXI. NOTICES

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

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

City of Grand Prairie
ATTN: Dane Stoval, Public Works
1821 S. SH 161, Grand Prairie, TX 75052
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8526| Email dstovall@gptx.org

VENDOR:
Viking Construction, Inc.
ATTN: Dan Welsh, Project Manager
2592 Shell Road, Georgetown, TX, 78628
Phone 512-930-5777 | Email dan@vciss.com

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

## XXII. SEVERABILITY

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

EXHIBIT A

## XXIII. RIGHT OF REVIEW

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

## XXIV. WAIVER OF ATTORNEYS FEES

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

## XXV. NON-COLLUSION

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

EXECUTED this the _____day of 4/29/2022, ____.

**CITY OF GRAND PRAIRIE, TEXAS**

By: _____
Deputy City Manager

ATTEST:

for _____
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

_____, Assistant City Attorney
Megan Mahan, City Attorney

**VIKING CONSTRUCTION, INC.**

By: Brad J Pearce

Printed Name: Brad J Pearce

Title: Vice President

EXHIBIT A

EXHIBIT A

Grand Prairie TEXAS

Dream Big Play Hard

CITY OF GRAND PRAIRIE, TEXAS

**REQUEST FOR BIDS**

RFB # 22062 – Micro-Surfacing (Polymer Modified) & Slurry Seal Treatment Services

**DUE DATE: PRIOR TO 10:00 AM, FEBRUARY 28, 2022**

**DUE TO:** Alysia Ducote, Sr. Buyer
Purchasing Division
300 W. Main Street
Grand Prairie, Texas 75050
www.PublicPurchase.com

**CLEARLY MARK BID AS "RFB # 22062"**

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

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EXHIBIT A

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# EXHIBIT A

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CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received via www.PublicPurchase.com until **February 28, 2022** at **10:00 AM**, and read via teleconference for the purchase of the following:

***RFB # 22062 – Micro Surfacing & Slurry Sealing Treatment Services***

Further information and specifications may be obtained at www.PublicPurchase.com, www.gptx.org, or from the Purchasing division at (972) 237-8269.

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

Publish: **February 6th**, & **February 13, 2022**

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## 1. PROJECT SCOPE

The work covered by this specification includes the design, testing, construction, and quality control required for the proper application of micro-surfacing and slurry seal treatment services.

### 1.1 Micro-Surfacing

This blend is used to give maximum skid resistance and an improved wearing surface. An example would be on pavements which have high traffic volume. Rate of application: 25 to 28 pounds per square yard.

### 1.2 Slurry Seal

TYPE IIA: This blend is used to give maximum skid resistance and an improved wearing surface.

## 2. DESCRIPTION

Both the Micro-Surfacing and the Slurry Seal shall consist of a mixture of an approved emulsified asphalt, mineral aggregate, mineral filler, and water and specified additives, proportioned, mixed, and uniformly spread over a properly prepared surface. The completed micro-surface shall leave a homogenous mat, adhere firmly to the prepared surface, and have a skid resistant surface texture.

## 3. LABORATORY EVALUATION

Before work commences, the vendor shall submit an signed original of a mix design containing the test results and proportioning of the specific materials to be used on the project. This design shall have been performed by a qualified laboratory. Pervious lab reports covering the exact materials to be used may be accepted provided they were made during the calendar year. This initial mix design will be done at the vendor's expense. Upon receipt of the original mix design, an independent qualified laboratory selected by the City will perform tests using the same materials as used in the initial mix design for verification of the results. This testing will be done at the City's expense. No work will begin until all materials and /or mix design proportions have met the specifications as required. Once the materials are approved, no substitutions will be permitted unless first tested and approved by the methods stated above.

## 4. APPLICABLE SPECIFICATIONS

The following specifications and test methods from a part of this specification.

**AASHTO:** American Association of State Highway and Transportation Officials
**ASTM:** American Society for Testing and Materials
**ISSA:** International Slurry Seal Association

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| AGGREGATE AND MINERAL FILLER | | |
|---|---|---|
| **AASHTO TEST NO.** | **ASTM TEST NO.** | **TEST** |
| T 2 | D 75 | Sampling Aggregates |
| T 27 | C 136 | Sieve Analysis of Aggregates |
| T 11 | C 117 | Materials Finer than No. 200 in Mineral Aggregate |
| T 176 | D 2419 | Sand Equivalent Value of Soils and Fine Aggregate |
| T 84 | C 128 | Specific Gravity and Absorption of Fine Aggregate |
| T 19 | C 29 | Unit Weight of Aggregate |
| T 104 | C 88 | Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate |
| T 96 | C 131 | Resistance to Degradation of Small Size Aggregate by Abrasion and Impact in the Los Angeles Machine |
| | D 1073 | Specifications for Fine Aggregate for Bituminous Paving Mixtures |
| | D 242 | Mineral Filler for Bituminous Paving Mixtures |
| T 37 | D 546 | Sieve Analysis of Mineral Filler for Bituminous Paving Mixtures |

| EMULSIFIED ASPHALTS | | |
|---|---|---|
| **AASHTO TEST NO.** | **ASTM TEST NO.** | **TEST** |
| T 40 | D 140 | Sampling Bituminous Materials |
| M 140 | D 977 | Specifications for Emulsified Asphalt |
| M 208 | D 2397 | Specifications for Cationic Emulsified Asphalt |
| T 59 | D 244 | Testing Emulsified Asphalt |
| T 59 | D 88 | Test Method for Saybolt Furol Viscosity |
| T 44 | D 113 | Test Method for Ductility of Bituminous Materials |
| T 44 | D 2042 | Test Methods for Solubility of Asphalt Materials in Trichloroethylene |
| T 49 | D 5 | Test Methods for Penetration of Bituminous Materials |
| | D 2398 | Test Methods for Softening Point of Bitumen in Ethylene Glycol (Ring and Ball) |

## MATERIALS

### 5. AGGREGATE

The mineral aggregate shall consist of a natural or manufactured crushed stone such as granite, slag, limestone or other high-quality aggregates or a combination thereof that conforms to the quality requirement of ASTM Specification D1073 and shall be free of dirt, organic matter, clay balls, and adherent films of clay, dust of other objectionable material. The aggregate shall contain no free water.

**a.** **Micro-Surfacing** – One hundred percent (100%) crushed material from a single source is required.

**b.** **Slurry Seal** – Smooth textured sands of less than 1.25% water absorption shall not exceed 50% of the total aggregate blend.

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**6. MINERAL FILLER**

The mineral filler shall be a recognized brand of Type I and II Portland cement with no entrained air that meets the requirements of ASTM D242 if required by the mix design. 0.5% to 2% by dry weight of aggregate will be the range of mineral filler in the mix design. The mineral filler shall be considered as part of the dry aggregate.

**7. WATER**

All water shall be potable and compatible with the micro-surfacing and slurry seal mix. Compatibility shall be ensured by the vendor. The percent of water in the mix design shall produce proper mix consistency.

**8. EMULSIFIED ASPHALT** – The asphalt emulsion shall be homogeneous and show no separation after mixing.

**8.1 Micro-Surfacing** – The emulsified asphalt shall be a quick-set polymer modified cationic type CSS-Ph emulsion and conform to the requirements specified in AASHTO M 208 and ASTM 2397. It shall pass all applicable storage and settlement test. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement mixing test shall be waived.

**8.2 Slurry Seal** – Typically grade CQS-1h shall be used. As directed by the Program Manager, the following grade of emulsion shall be used:

**8.2.1** Grade CQS-1h – Conforming to the requirements specified in ASTM D 2397 for Cationic Emulsions. (Quick Set). The emulsion used shall be modified with latex (SBR) which shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. It shall pass all applicable storage and settlement tests. The cement mixing testing shall be waived. Asphalt emulsion, type CQS-1h (Quick Set) shall be specified on all city streets to minimize the amount of time the street will be closed.

**9. LATEX MODIFIER**

**9.1 Micro-Surfacing** - A minimum of 3% Latex Modifier content based on bitumen weight content, certified from the emulsion supplier, along with special quick-setting emulsifier agents, shall be milled into the asphalt emulsion. **The emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at no more than 50% and ambient air temperature of at least 75 degrees Fahrenheit, it will cure sufficiently such that uniformly moving traffic can be allowed on completed travel lanes within 1 hour after placement with no damage to the surface. If determined necessary by the Program Manager, the mixture properties shall be adjusted according to humidity conditions and ambient air temperatures to allow uniformly moving traffic on completed travel lanes within 1 hour after placement with no damage to the surface.**

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**9.2 Slurry Seal** - A 3% latex content based on bitumen weight, certified by the emulsion supplier, shall be milled into the asphalt emulsion.

**10. ADDITIVES**

Any additive used to accelerate or retard the break-set of the slurry seal shall be approved by the mix design laboratory as part of the mix design. The amount and type of additive (if needed) will be shown in the mix design.

**TEST AND DESIGN**

**11. MIX DESIGN**

All materials which first meet all quality test specifications shall be shown in the mix design by type of material and recommended proportions of said material.

**12. MATERIALS**

Dry Weight, Proportion %
Aggregate
Mineral Filler (Portland cement)
Emulsion
Water
Additive (if required)

**13. TEST ON AGGREGATE**

| TEST | TEST METHOD | | SPECIFICATION |
|---|---|---|---|
| | AASHTO TEST NO. | ASTM TEST NO. | |
| Gradation Analysis | T 27 | C 136 | See Gradation Chart |
| Sand Equivalent | T 176 | D 2419 | 45 Minimum |
| Soundness | T 104 | C 88 | 15% Max. loss by Sodium Sulfate |
| | T 104 | C 88 | 20% Max. loss by Magnesium Sulfate |
| Hardness | T 96 | C 131 | 35% Maximum |
| Unit Weight of Aggregate | T 19 | C 29 | Informational lb. cu. Ft. (for bulking effect) |

**14. GRADUATION CHART** – The aggregate shall meet the above gradations and shall not vary from the low limit on one sieve to the high limit on the adjacent sieves or vice versa. The graduation shall be as approved by the Program Manager.

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**14.1 Micro- Surfacing**

| SIEVE | PERCENT PASSING |
|---|---|
| 3/8 | 99-100 |
| No. 4 | 86-94 |
| No. 8 | 45-65 |
| No. 16 | 25-46 |
| No. 30 | 15-35 |
| No. 50 | 10-25 |
| No. 100 | 7-18 |
| No. 200 | 5-15 |

**14.2 Slurry Seal** – Type IIA is a modification of ISSA Type II gradation to provide a coarser mix. The vendor shall be required to utilize a screening plant at the stockpile site and all aggregate loaded for use shall first pass thru the screening plant to remove any oversized material. The size of the screen opening on the screening plant shall be appropriate for the gradation approved by the Program Manager. Residual Asphalt Content, 8% to 12% % Weight of Dry Aggregate; Application Rate Lb. Sq. Yd. 20 lbs. to 22 lbs. Based on Weight of Total Mix.

| SIEVE | TYPE II A<br>PERCENT PASSING |
|---|---|
| 3/8 | 100 |
| No. 4 | 85-100 |
| No. 8 | 55-80 |
| No. 16 | 35-60 |
| No. 30 | 25-45 |
| No. 50 | 18-30 |
| No. 100 | 10-21 |
| No. 200 | 5-15 |

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## 15. TEST ON EMULSION

| TEST | TEST METHOD | | SPECIFICATION |
|---|---|---|---|
| | AASHTO TEST NO. | ASTM TEST NO. | |
| Particle Charge | | D 244 | Informational (+ or -) |
| Residue from Distillation, Weight % | T 59 | D 244 | 62% Min. |
| Saybolt Furol Viscosity@77 degrees F SSF, sec | T 59 | D 88 | 15-50 |
| Sieve Test, % Retained on 20 Mesh Sieve | T 59 | D 244 | 0.1% Max. |
| 24 hr Storage Stability, % | T 59 | D 244 | 1% Max. |
| 5 Day Settlement Test, % | T 59 | D 244 | 5% Max. |

## 16. TEST ON RESIDUE FROM DISTILLATION

| TEST | TEST METHOD | | SPECIFICATION |
|---|---|---|---|
| | AASHTO TEST NO. | ASTM TEST NO. | |
| Penetration@77 degrees F, 100 grams 5 sec | T 49 | D 243 | 40-90 |
| Solubility in Trichloroethylene, % | T 44 | D 2042 | 97.5% Min. |
| Ductility, 77 degrees F, cm | T 44 | D 113 | 40 Min. |
| Softening Point, degrees F (Ring and Ball) | | D 2398 | 140 degrees F Min. |

## 17. TEST ON MICRO-SURFACE JOB MIXTURE

| TEST | TEST METHOD | | SPECIFICATION |
|---|---|---|---|
| | ISSA TEST NO. | ASTM TEST NO. | |
| Set Time, Hours | | D 3910 | 12 Hrs Max. |
| Cure Time, Hours | | D 3910 | 24 Hrs Max. |
| Wet Stripping Test, % Coating | TB 114 | | 80% Max. |
| Wet Track Abrasion Test, Grams per Sq Ft | | D 3910 | 75 Max. |
| Set Time 30 minutes Blotter Test | TB 102 | | No Brown Stain |
| Displacement Test | TB 102 | | No Displacment |
| Water Resistance Test @ 30 Minutes | TB 102 | | No Discoloration |

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## 18. TEST ON SLURRY SEAL JOB MIXTURE

| TEST | TEST METHOD | | SPECIFICATION |
|---|---|---|---|
| | ISSA TEST NO. | ASTM TEST NO. | |
| Consistency Test, cm Flow | | D 3910 | 2-3 |
| Set Time, Hours | | D 3910 | 12 Hrs Max. |
| Cure Time, Hours | | D 3910 | 24 Hrs Max. |
| Wet Stripping Test, % Coating | TB 114 | | 80% Max. |
| Wet Track Abrasion Test, Grams per Sq Ft | | D 3910 | 75 Max. |

## EQUIPMENT

## 19. GENERAL

All methods and equipment in performing the work shall be subject to the approval of the Program Manager before work is started and whenever found unsatisfactory, they shall be changed and improved as required. All equipment shall be maintained in a satisfactory condition.

## 20. MIXING EQUIPMENT

**20.1 Micro-Surfacing** – The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler and water to a revolving multi-blade mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices which provide for the loading of all materials while continuing to lay micro-surfacing, thereby minimizing construction joints.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box with 0.05 to 0.15 gallons per square yard.

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The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, accurately metered, predetermined amount of specified mineral filler.

**20.2 Slurry Seal -** The slurry seal mixing equipment shall be a continuous flow mixing unit or continuous-run design machines as to give a uniform and complete circulation of the batch in the mixer, so as not to segregate the aggregate, but will provide a thorough and uniform free flowing mix with the asphalt and water. The units shall be equipped with approved devices so that the machine can be accurately calibrated, and the quantities of material used can be determined. The mixing machine shall be equipped with a water pressure system and nozzle type spray bar adequate for completely fogging the surface with 0.05 to 0.15 gallons per square yard immediately ahead of the spreader box.

## 21. SPREADING EQUIPMENT

**21.1 Micro-Surfacing -** The surface mixture shall be spread uniformed by means of a mechanical type spreader box attached to the mixer, equipped with paddles to agitate and spread the materials throughout the box. A front seal shall be provided to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of material on the pavement, the longitudinal joint where two passes join shall be neat appearing, uniform and lapped. All excess material shall be removed from the job site prior to opening the road. The spreader box shall have suitable means provided to side shift the box to compensate for variations in pavement geometry.

**21.2 Slurry Seal -** The spreader box shall be equipped to prevent loss of slurry seal from all sides and with a flexible rear strike-off capable of being adjusted. It shall suitable means for side tracking to compensate for deviation in pavement geometry. The box shall be kept free of built-up asphalt and aggregate. The strike-off drag shall be kept completely flexible at all times.

## 22. AUXILIARY EQUIPMENT

Suitable crack and pavement cleaning equipment, hand tools and any support equipment will be provided by the Vendor as necessary to perform the work. The Vendor shall use a vacuum equipped street sweeper to remove all swept debris. Sweeping of debris into the gutter shall not be permitted.

## 23. EQUIPMENT CALIBRATION

Each Slurry unit to be used shall be calibrated in the presence of the Program Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted provided they were made during the calendar year. No machine shall be allowed to work on the project until the calibrations have been completed and/or accepted.

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**24. VERIFICATION**

The test strips will be laid, by the Vendor (location to be determined by the Program Manager) before construction begins. The Program Manager will observe the test strip for verification or rejection according to the specifications. Upon failure of any of the test, additional test strips will be laid at no cost to the City. The square yards of the first test strip will be measured and paid for at the contract unit price. (Keeping proper consistency is a major concern. A wet mix will cause an asphalt rich surface. Consistency can be checked in the field by making a line through the slurry-surface immediately behind the spreader box. If the line stays, the slurry is at a proper consistency level. If the line fills up, the slurry is too wet.)

**LIMITATIONS**

**25. WEATHER**

All Micro-Surfacing/Slurry Seal will be applied between March 1 and December 1 unless otherwise approved by the Program Manager. The Slurry Seal shall be applied only when the air and pavement temperature is 50 degrees Fahrenheit and rising. No Slurry Seal shall be applied:

**25.1** In the period following precipitation with water remaining on the surface to be coated.
**25.2** In foggy conditions.
**25.3** If there is a threat of rain before the slurry seal can fully cure.
**25.4** If there is danger that the finished product will freeze within 24 hours after application.
**25.5** If weather conditions prolongs opening to traffic beyond the time specified by the Program Manager.

The Micro-Surfacing/Slurry Seal will be placed on the location and within the time limits as specified by the Program Manager.

**26. CONDITION AND TYPE PAVEMENT TO BE TREATED**

Any base failures, severe pavement defects, or similar conditions which are present will be properly repaired by the City to ensure correct application and performance of the slurry. Slurry normally adheres to asphalt pavement more readily than, concrete, especially worn or polished areas. Heavy traffic areas, especially those on concrete, require greater care in selection of type of coarseness of slurry allowing the surface to fully cure before opening to traffic, and the placing of either a tack coat or a second coat of slurry for greater adhesion and wear purposes.

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**27. NOTIFICATIONS**

It shall be the Vendor's duty to notify all homeowners and businesses affected by the construction a minimum of 24 hours in advance of the surfacing. Should the work not occur on the specified day, new notification will be distributed as required. Complete street closures are allowed when approved by the Program Manager in consultation with the City Traffic Engineer. In general, complete street closures are allowed on residential streets for more efficient and effective completion and for reduction of the project duration impact to the neighborhood.

**28. TRAFFIC CONTROL**

It shall be the Vendor's responsibility to provide adequate traffic control measures, such as barricades, cones, advance warning signs, flag person, etc. to protect the uncured slurry from all types of traffic and provide traffic safety in the construction area. These measures shall be in accordance with the City of Grand Prairie Traffic Barricade Manual and the most current Texas Manual on Uniform Traffic Control Devices for Streets and Highways. Opening to traffic does not constitute acceptance of the work. Any damage to the uncured slurry will be the responsibility of the Vendor and will be repaired as directed by the Program Manager. Approved temporary lane marking will be provided by the Vendor for placement as directed by the Program Manager.

**29. TEMPORARY MARKINGS AND LANE DELINEATION**

Whenever the work causes obliteration of pavement markings or delineation, temporary markings or delineation shall be in place prior to opening the traveled way to public traffic. Lane line and centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. Other markings such as crosswalks, stop bars, and pavement arrows shall be delineated prior to opening the roadway to public traffic if directed by the Program Manager.

All work necessary to establish satisfactory temporary marking and lane delineation shall be performed by the Vendor. Surfaces on which temporary marking and lane delineation is to be applied shall be cleaned of all dirt and loose material, and shall be dry when it is applied. Temporary markings and lane delineation shall be maintained until replaced with permanent markings.

Temporary lane delineation shall consist of either a 4-inch by 4-inch square stripe or a 4-inch reflectorized tab, as directed by the Program Manager. Temporary lane delineators shall be placed on lane lines and centerlines at longitudinal intervals of not more that 24 feet apart, or 12 feet apart on radii. The temporary markings and lane delineators shall be the same color as the lane line, centerline, or pavement marking being replaced.

Temporary markings and lane delineation shall not be paid for as a separate pay item and shall be considered subsidiary to the contract unit price per square yard of Slurry Seal or Micro-Surfacing, which pay item shall be the total compensation for the furnishing of all labor, materials, tools, equipment, and incidentals necessary to locate, install, and maintain the temporary markings and lane delineation.

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## STORAGE AND STOCKPIING

**30. STOCKPILING OF AGGREGATE**

Precautions shall be taken to ensure the aggregate does not become contaminated with oversized rock, clay, silt or excessive amount of moisture. The stockpile shall be kept in areas that have good drainage. Segregation of aggregates proposed for use and as supplied to the mixing plant shall be uniform.

**31. STORAGE SITE**

The Vendor shall provide a suitable storage facility for all equipment and materials needed to perform the work. This site should be located as close as possible to the area of work being done to reduce turnaround time and ensure an acceptable rate of work. Any site selected shall be subjected to final approval by the Program Manager. Erosion control measures shall be implemented as needed to comply with the law and City of Grand Prairie ordinances.

**32. SURFACE PREPARATION**

Immediately prior to applying the slurry seal, the pavement shall be thoroughly cleaned of all loose materials, vegetation, soil and other objectionable material. Any breakdowns, base failures, or other defects will be properly repaired by the city before application of the slurry seal begins. Manholes, valve boxes, grate inlet, and other designated objects shall be covered by the Vendor to ensure their integrity. After completion of slurry placement, the vendor shall remove said covers so the objects protected will remain fully functional. Any objects damaged by the Vendor shall be repaired or replaced at no cost to the City.

## APPLICATION

**33. GENERAL**

If conditions require, the pavement shall be pre-wetted by fogging ahead of the spreader box. Water used in fogging the surface shall be applied so that the entire surface is damp with no flowing water in front of the box.

Rate of spray: 0.05 to 0.15 gal/sq. yd. (or as directed by the Program Manager); no streaks, lumps, balls, or unmixed aggregated shall be permitted.

**34. RATE OF APPLICATION**

The slurry shall be sufficiently stable during the spreading period so that the emulsion does not break, there is no segregation of the fines from the coarser aggregate and the liquid of the mix does not float to the surface.

**35. JOINTS**

No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joint. An excessive overlap will not be permitted on longitudinal joints. The Vendor shall provide suitable width spreading equipment to produce a minimum number

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of longitudinal joints throughout the project. Longitudinal joints shall be placed on lane lines when possible. If half passes are used they shall not be the last pass of any paved area.

**36. HAND WORK**

In areas where the spreader box cannot be used, the slurry shall be applied by hand squeegees to provide complete and uniform coverage. Any joint or cracks not dilled by the slurry shall be corrected by use of hand squeegees. Hand work shall be completed during the machine applying process. Due to difficulty in hand working micro-surfacing material due to the quickset nature of the emulsion, hand work areas should be kept to a minimum.

**37. LINES**

Straight lines along curb gutters and shoulder will be required. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance. Slurry shall be placed at the lip of the gutter or at a distance from the face of the curb as directed by the Program Manager.

**38. CURING**

**38.1 Micro-Surfacing -** All traffic shall be kept off the micro until it has cured to a firm condition that will prevent damage to the micro. **The emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at no more than 50% and ambient air temperature of at least 75 degrees Fahrenheit, it will cure sufficiently such that uniformly moving traffic can be allowed on completed travel lanes within 1 hour after placement with no damage to the surface. Failure to comply with this requirement may result in cessation of all work until such time that the Vendor provides the proper adjustments in his operations. If determined necessary by the Program Manager, the mixture properties shall be adjusted according to humidity conditions and ambient air temperatures to allow uniformly moving traffic on completed travel lanes within 1 hour after placement with no damage to the surface. Failure to comply with this requirement may result in cessation of all work until such time that the Vendor provides the proper adjustments in his operations.** Protect other locations subject to sharp turning or stopping and starting traffic for longer periods when necessary. Any uncured micro damaged will be repaired to the satisfaction of the Program Manager at the Vendor's expense.

**38.2 Slurry Seal -** All traffic shall be kept off the slurry until it has cured to a firm condition that will prevent damage to the slurry. Any uncured slurry damaged will be repaired to the satisfaction of the Program Manager at the Vendor's expense.

**39. CLEAN-UP**

All objects covered (manhole covers, valve covers, grate inlets, etc.) shall be restored to their original integrity. The Vendor shall remove all unused material and debris from the site prior to final acceptance.

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## MEASUREMENT AND PAYMENT

**40. METHODS OF MEASUREMENT – Micro-Surfacing**

**40.1 Aggregate**

The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of the individual loads of aggregate as measured by approved scales at the project or approved stockpile site and delivered to the lay down machine. Measurement for payment shall be based on the square yards of surface treatment accepted by the City, complete in place, in accordance with these specifications. The amount aggregate shall fall between the specified range of 25 to 28 lbs. of dry aggregate per square yard of polymer modified micro-surfacing treatment to be acceptable to the City.

**40.2 POLYMER MODIFIED ASPHALT EMULSION**

The quantity of polymer modified asphalt emulsion used in the accepted portion of the work shall be measured by gallons of emulsion shipped and used. Mineral filler, modifier, water and all other additives shall be considered subsidiary items and shall not be paid for separately. Measurement for payment shall be based on the square yards of surface treatment accepted by the City, complete, in place, in accordance with these specifications.

**40.2 BASIS OF PAYMENT**

The authorized and accepted quantity of polymer modified micro-surfacing treatment shall be paid for at the contract unit price bid per square yard accepted by the City, completed in place in accordance with these specifications. The unit price bid shall be considered full compensation for all aggregate, polymer modified asphalt emulsion (including mineral filler, water, modifiers and additives), emulsion for tack coat, material, labor, tools, equipment, cleaning the existing pavement, maintenance of traffic and all other incidentals necessary to complete the work in accordance with these specifications and the bid documents. Payment shall be restricted to only those micro surface areas in which the specified range of dry weight aggregate is 25 to 28 lbs. per square yard. **No payment shall be made for micro-surfacing treatment not authorized or approved by the Program Manager.**

**41. METHODS OF MEASUREMENT - Slurry Seal**

**41.1 AGGREGATE**

The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of the individual loads of aggregate shipped to the project and used.

**41.2 LATEX MODIFIED ASPHALT EMULSION**

The quantity of latex modified asphalt emulsion used in the accepted portion of the work shall be measured by gallons of emulsion shipped and used. Mineral filler, modifier, water and all other additives shall be considered subsidiary items and shall not be paid for separately from the bid item.

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**41.3 BASIS OF PAYMENT**

The treated area on each street authorized and approved by the Program Manager shall be field measured and calculated in square yards. The gallons of latex modified asphalt emulsion and pounds of aggregate applied shall be calculated. Payment for authorized work shall be approved if the amount of emulsion and aggregate fall within the specified range per square yard. Payment per square yard shall be considered full compensation for grass removal, cleaning the existing pavement, all material (including mineral filler, water modifiers and additives) labor, tools, equipment, maintenance of traffic and incidentals necessary to complete the work. **No payment shall be made for work not authorized and approved by the Program Manager.**

**42. SURFACE TREATMENT INSPECTION PROCEDURES**

**42.1** All locations will be selected and subject to final approval by the Program Manager. Non- compliance will result in nonpayment.

**42.2** No work will commence on any location until approval by the Program Manager. Non-compliance will result in nonpayment.

**42.3** All pavement cleaning (sweeping, vegetation removal, etc.), and covering of appurtenances to be performed by the vendor as directed in the Slurry Seal Specification will be subject to the final approval and acceptance of the Program Manager. Non-compliance will result in nonpayment.

**42.4** All locations will be subjected to final approval in regards to appearance by the Program Manager. Any work directed by the Program Manager to correct any appearance defect will be subject to the final approval of the Program Manager. Non-compliance will result in nonpayment.

**42.5** No location will be opened to traffic without the approval of the Program Manager. Any locations damaged due to non-compliance will be repaired as directed by the Program Manager at the Vendor's expense.

**43. PAYMENT AND INVOICING**

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Micro-Surfacing (Polymer Modified)" of the type specified. This price shall be full compensation for furnishing all labor, equipment, time, materials, and incidentals necessary to complete the Work.

Surface preparation and cleaning will not be measured or paid directly but shall be considered subsidiary to Item No. SS330 "Micro-Surfacing (Polymer Modified)".

Payment for work meeting specifications will be made under:

**Pay Item No. SS330-A:** Micro-Surfacing (Polymer Modified), Type II Mod., at a rate of 25 lbs/SY- Per Square Yard (SY).

**Pay Item No. SS330-B:** Micro-Surfacing Scratch Course (Polymer Modified), Type II Mod. - Per Square Yard (SY).

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**44. VENDOR RESPONSIBILITIES**

**44.1** **Supervision** – The Vendor shall, during all periods of contract performance, provide competent supervision of his employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Vendor or a capable, fully authorized representative must be immediately available during all work activities to receive any and all special instructions from the City agent.

**44.2** **Defective Work and Damages** – The Vendor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Any damage will be immediately reported to the Fleet Services Manager or his agent. Failure by the Vendor to proceed promptly with corrective actions may be cause for cancellation of this contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Vendor.

**44.3** **Warranty** - The bidder agrees to warrant all services performed (workmanship, parts, refinishing, etc.) for a minimum period of one (1) year from date of acceptance. Longer warranty periods will be viewed favorably.

**45. VENDOR QUALIFICATIONS**

**45.1** Bidder must be engaged in the business of providing micro-surfacing and/or slurry seal treatments, maintenance and repair services for a minimum of five years within the last seven years.

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

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

EXHIBIT A

**46. SAFETY REQUIREMENTS**

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

**46.2** Vendor will provide all required safety signage, barricades, and flashers/strobes.

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

**46.4** All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.

**46.5** Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.

**46.6** Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.

**46.7** Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered and operating equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

**47. PROCUREMENT SCHEDULE**

The projected schedule for this procurement is as follows:

| Activity | Target Dates |
|---|---|
| Release Bid | Monday, February 14, 2022 |
| Deadline for Questions | Wednesday, February 23, 2022 |
| Responses to Questions | Thursday, February 24, 2022 |
| Deadline for Receipt of Bids | Monday, February 28, 2022 @ 10:00 AM |
| Council Date | Tuesday, March 15, 2022 |

**48. CONTACT**

Information, questions, or clarification concerning the intent of this RFB should be in writing and addressed to Alysia Ducote at aducote@gptx.org by 4:30 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie's response to questions and requests for clarification will be posted to Public Purchase (www.publicpurchase.com).

**49. BID EVALUATION**

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject any and all bids in

EXHIBIT A

whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city. **The City reserves the right to inspect the bidder's shop and equipment for the purposes of evaluating the vendor's qualifications and location.** The annual estimated dollar value of this contract shall be $700,000. Annual estimated quantities are not known and vary from year to year.

**50. BID EVALUATION**

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

| CRITERIA | POINTS |
|---|---|
| | |
| The Purchase Price | 50 |
| The extent to which the goods or services meet the municipality's needs | 15 |
| The Reputation of the Bidder | 10 |
| Experience with the City of Grand Prairie or another municipality | 10 |
| Qualifications | 10 |
| Local Business Presence | 5 |
| | |
| TOTAL POSSIBLE POINTS | 100 |

**51. SUBMITTAL RESPONSE GUIDELINES**

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

**51.1.** Completed and signed proposal checklist.

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

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

**51.4.** Bid Affirmation form reviewed and signed.

**51.5.** Completed Historically Underutilized Business Questionnaire and Additional Verifications Form.

**51.6.** Optional – Local Preference Consideration Application.

**52. AGREEMENT TERMS AND AWARD**

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

# EXHIBIT A

EXHIBIT A

## SOLICITATION STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# EXHIBIT A



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

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

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

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

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

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

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

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

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

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

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

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

**27. PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as

EXHIBIT A

confidential by the City of Grand Prairie to the extent permitted by law.

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

**29. CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.

**30. TERMINATION:** The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under the resulting contract, in whole or in part, by giving at least thirty (30) days prior written notice of termination to VENDOR. VENDOR understands that no further orders may be accepted after the date specified in such notice. In the event of termination and following its inspection and acceptance of goods and services properly ordered prior to the date specified in the notice of termination, the CITY shall equitably compensate VENDOR in accordance with the terms of this contract. If the CITY terminates this agreement, VENDOR shall not be entitled to lost or anticipated profits.

**31. TERMINATION FOR DEFAULT:** If VENDOR defaults on this agreement, the CITY reserves the right to enforce the performance of the resulting contract in any manner either prescribed by law or deemed to be in the best interest of the CITY. The CITY reserves the right to terminate the resulting contract immediately if the VENDOR fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with this contract and incorporated documents. A breach of contract or default by VENDOR authorizes the CITY to award the contract to another VENDOR, purchase elsewhere, and charge the full increase in cost and handling to the defaulting VENDOR.

**32. PERFORMANCE OF WORK:** VENDOR or VENDOR's associates and employees shall perform all the work called for in this contract. VENDOR agrees that all of VENDOR's associates and employees who work on this project shall be competent and fully qualified to undertake the work described in this contract. VENDOR agrees that the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

**33. OWNERSHIP OF DOCUMENTS:** VENDOR acknowledges that the CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the VENDOR pursuant to the resulting contract or in connection with its work which are not otherwise public records. VENDOR acknowledges that the CITY shall have copyright privileges to those notes, reports, documents, processes, and information. VENDOR shall, upon written request, provide CITY a copy of all such notes, reports, documents, and information, except to the extent that they contain confidential information about third parties.

**34. PRICE REDETERMINATION:** Price redetermination shall only be considered by the CITY forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the CITY.

**35. DRUG FREE WORKPLACE:** VENDOR agrees that during the contract period VENDOR and any of VENDOR's associates and employees shall comply with the CITY'S drug free workplace policy.

**36. INSPECTION:** All goods and services will be subject to inspection and testing by the CITY prior to acceptance. Goods rejected and goods supplied in quantities greater than ordered may be returned to the VENDOR at its expense. If, at any time, goods or services, including applicable drawings and specifications, are found by the CITY to either be defective in material or workmanship or not in conformity with the requirements of this specification, then the CITY may pursue one or more of the following remedies: (a) Reject and return such goods at VENDOR's expense; (b) Require VENDOR to inspect the goods and remove any nonconforming goods; (c) Replace any nonconforming goods or services with conforming goods or services; or (d) Pursue any rights

and remedies available to the CITY by contract or by law or equity.

**37. PACKAGING:** All goods must be packaged as specified by the CITY, and they shall be shipped by the route and carrier designated by the CITY. If the CITY does not specify how the goods must be packaged, VENDOR shall package the goods in a way to avoid any damage in transit. If the CITY does not specify the manner of shipment, route, or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this specification.

**38. AUDIT:** The CITY reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.

**39. INSURANCE:** Prior to the commencement of work under this contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this contract any insurance required by law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the City of Grand Prairie shall be listed as an additional insured (to the extent contractor/CITY are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the City of Grand Prairie "shall be included" on all types of coverages.

**TYPE AMOUNT**

| *Insurance Type* | *Limit* |
|---|---|
| Commercial General Liability | $1,000,000 Per Occurrence<br>$2,000,000 Aggregate |
| Automobile Liability | $1,000,000 Combined Single Limit |
| Worker's Compensation/ Employer's Liability | Statutory $1,000,000 |

**40. HB 1295 FORM:** At time of contract execution VENDOR must provide a signed Form 1295 received directly from the Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

**41. CONTRACT EXECUTION AND START DATE:** The awarded VENDOR will have ten (10) calendar days after receiving the notice of award to return the executed contract, certificate of insurance, Form 1295, and VENDOR setup packet (when applicable). If VENDOR fails to return the required documents by the indicated deadline, the CITY reserves the right to immediately terminate the contract, place the VENDOR on the CITY's debarred vendor list, and award the contract to another VENDOR. After documentation is received by the CITY, either a notice to proceed or a purchase order will be issued. VENDOR will have up to five (5) calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.

**42. STORMWATER REQUIREMENTS:** Where applicable, VENDOR shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution as required by the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).

**43. LOCAL PREFERENCE:** Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible bidder, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie. If your principal place of business is within the Grand Prairie CITY limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Bidder Preference.

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**SUBMITTAL FORMS**

EXHIBIT A

EXHIBIT A

**SUBMITTAL CHECK LIST – Company Name** Viking Construction

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

| | Item | Check List |
|---|---|---|
| 1 | Proposal Submittal Check List | ✓ |
| 2 | Bid Pricing | ✓ |
| 3 | Questionnaire and References | ✓ |
| 4 | Submittal Affirmation Form | ✓ |
| 5 | Historically Underutilized Business Questionnaire & House Bill 89 Verification Form | ✓ |
| 6 | Optional – Local Preference Consideration Application | ✓ |

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

Brad J Pearce
**Authorized Signature**

Vice President
**Title**

Brad Pearce
**Print/Type Name**

2/28/2022
**Date**

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EXHIBIT A

**BID PRICING**

| | DESCRIPTION | QTY | UOM | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | Slurry Seal <49,999 | 1 | SY | 2.95 | 147,497.05 |
| 2 | Slurry Seal >49,999 | 1 | SY | 2.91 | 145,497.09 |
| 3 | Micro Seal <49,999 | 1 | SF | 3.33 | 166,496.67 |
| 4 | Micro Seal >49,999 | 1 | SF | 3.29 | 164,496.71 |
| | **TOTAL** | | | | 623,987.52 |

***Mobilization fees shall be included in your price per square yard.**

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

Brad J Pearce
**Authorized Signature**

Vice President
**Title**

Brad Pearce
**Print/Type Name**

2/28/2022
**Date**

# EXHIBIT A

EXHIBIT A

## QUESTIONNAIRE

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

| General Contact Information | | |
|---|---|---|
| Respondent Name: Dan Welsh | Title: Project Manager | |
| Company Name: Viking Construction | | |
| Company Address: 2592 Shell Rd. | | |
| City: Georgetown | State: Tx. | ZIP Code: 78628 |
| Telephone Number 512-930-5777 | Fax Number: 512-868-1955 | |
| Email Address: dan@vciss.com | Federal Tax ID: 742653491 | |

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

| Project Reference #1 | | |
|---|---|---|
| Reference Name: Manuel Alonzo | Title: Street Supt. | |
| Reference Organization: City of Grand Prairie | | |
| Project Title: Micro-Surfacing & Slurry Seal Treatment Services | | |
| Email Address: malonzo@gptx.org | Telephone Number: 972-237-8530 | |
| **Project Reference #2** | | |
| Reference Name: Kelly McChesney | Title: Street Supt. | |
| Reference Organization: City of Duncanville | | |
| Project Title: Micro-Surfacing Treatment Services | | |
| Email Address: kmcchesney@duncanvivlle.com | Telephone Number: 972-780-4935 | |
| **Project Reference #3** | | |
| Reference Name: Michael Cooper | Title: Street Supv. | |
| Reference Organization: City of Denton | | |
| Project Title: Micro Seal | | |
| Email Address: michael.cooper@cityofdenton.com | Telephone Number: 940-230-7454 | |

# EXHIBIT A

EXHIBIT A

## REFERENCES

Include below three references:

Reference #1
Company Name City of Kyle
Address 100 W. Center St.
Kyle, Tx.
Type of Business City
Contact Person Keshav Gnawali
Telephone and Fax #'s 605-393-7369

Reference #2
Company Name City of Bellmead
Address 3015 Bellmead Dr.
Bellmead, Tx.
Type of Business City
Contact Person Herb Bloomquist
Telephone and Fax #'s 254-299-7872

Reference #3
Company Name City of Hewitt
Address
Type of Business City
Contact Person Scott Coleman
Telephone and Fax #'s 254-666-2447

# EXHIBIT A

EXHIBIT A

## REFERENCES

Include below three references:

Reference #1
Company Name City of Waco
Address 1415 N. 4th St. Waco, Tx.
Type of Business City
Contact Person Tracey Graham
Telephone and Fax #'s 254-750-5858 254-327-1018

Reference #2
Company Name City of Woodway
Address 924 Estates Dr.
Woodway, Tx.
Type of Business City
Contact Person Mitch Davison (City Engineer)
Telephone and Fax #'s 254-772-4050

Reference #3
Company Name City of Dallas
Address 310 E. Jefferson
Dallas, Tx.
Type of Business City
Contact Person Chris Lutz (Public Works project manager)
Telephone and Fax #'s 817-770-7775 214-671-0077

# EXHIBIT A

EXHIBIT A

## Experience:

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

30 Years _____ Months

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

1.) Please see attached.
2.) _____
3.) _____
4.) _____
5.) _____
6.) _____
7.) _____
8.) _____
9.) _____
10.) _____

## Reputation:

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

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

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

# EXHIBIT A

EXHIBIT A

Entities that Viking Construction has worked for in the last 3 years

| | |
|---|---|
| City of Bellmead | Langtry Airport |
| City of Dallas | City off New Braunfels |
| City of Denton | Robroy HOA |
| City of Duncanville | City of San Marcos |
| City of Euless | City of San Antonio |
| City of Flower Mound | City of Waco |
| City of Frisco | City of Woodway |
| Fort Hood | Toll Road Authority |
| City of Grand Prairie | City of Austin |
| City of Hewitt | Enclave HOA |
| City of Kerrville | City of Forney |
| City of Killeen | City of Lampasas |
| Killeen Airport | City of Mansfield |
| City of Kyle | McLennan County |
| City of Cedar Hill | City of Nolanville |
| City of Cleburne | Goodfellow Air Force Base |
| City of Grapevine | |

# EXHIBIT A

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6. Please list five locations that were completed in the last six (6) months to one (1) year for both Micro-Surfacing and Slurry Seal (Use separate sheet if needed).

Please see attached.

7. Please list five locations that were completed in the last 2-3 years for both Micro-Surfacing and Slurry Seal (Use separate sheet if needed).

Please see attached.

# EXHIBIT A

EXHIBIT A

Micro-Surfacing Projects that Viking has completed in the last 6 months to 1 year
City of Bellmead
City of Dallas
City of Duncanville
City of Grand Prairie
City of Kyle

Slurry seal projects that Viking has completed in the lazt 6 months to 1 year [redacted]
City of Euless
City of Frisco
City of Flower Mound
City of Hewitt
City of San Marcos

Micro-Surfacing projects that Viking has completed in the last 2 - 3 years [redacted]
City of Waco
City of Grapevine
City of San Antonio
City of Woodway
City of Austin

Slurry Seal projects that Viking has completed in the last 2-3 years [redacted]
City of Nolanville
City of Lampasas
McLennan County
Cityof Cedar Hill
Mansfield

EXHIBIT A

EXHIBIT A

## SUBMITTAL AFFIRMATION FORM

### FORM AND ADDENDA ACKNOWLEDGEMENT

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

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

___[X] Addendum No. 1, ___, ___, ___, ___

### INTERLOCAL PURCHASING

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

Yes (•) _____ No ( ) _____

### OTHER CONDITIONS

The undersigned agrees to the following:

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

### SUBMITTAL CERTIFICATION

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

EXHIBIT A

EXHIBIT A

Brad J Pearce
Authorized Signature

Vice President
Title

Brad Pearce
Print/Type Name

2/28/2022
Date

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

1. Is your business a certified historically underutilized business (HUB) or Disadvantaged Business Enterprise (DBE)?

   ☑ No

   ☐ Yes; and certifying agency: _____

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

## ADDITIONAL VERIFICATIONS

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

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

Brad J Pearce
**Authorized Signature**

Vice President
**Title**

Brad Pearce
**Print/Type Name**

2/28/2022
**Date**

# EXHIBIT A

EXHIBIT A

## LOCAL PREFERENCE CONSIDERATION APPLICATION

**Optional for vendors whose business is located within Grand Prairie city limits.**

The City Council requires the following information for consideration of location of a bidder's principal place of business in award of bid:

1. Location Eligibility:
   Principal place of business is defined herein as any business which owns or leases a commercial building within the City limits and uses the building for actual business operations. Is company's principal place of business within the City Limits of Grand Prairie, Texas?
   a. If yes, identify name of business/DBA, address, and business structure (sole proprietorship, partnership, corporation, or other).
      i. Business Name: _____
      ii. Address: _____
      iii. Business Structure: _____
   b. Name and city of residence of owner(s)/partners/corporate officers; as applicable.
      i. Name/Title: _____
      ii. City of Residence: _____
   If more than 1 owner/partner/corporate officer exists, attach a separate sheet of paper with remaining person(s) information.

2. General Business Information:
   a. Year business established (Grand Prairie location). _____
   b. Most recent year property valuation; real and personal property. $ _____
   c. Annual taxable sales originating/payable to Grand Prairie facility? $ _____
   d. Is business current on all property and sales taxes at the time of this bid? _____
   e. Total number of current employees assigned to Grand Prairie facility? _____
   b. Total number of above employees who are residents of Grand Prairie? _____

3. Economic Development benefits that would result from award of this contract:
   a. Number of jobs that will be created or retained at GP facility if awarded bid? _____
   b. Amount of City of Grand Prairie sales tax collected and paid for prior tax year? $ _____
   c. Amount of City of Grand Prairie ad valorem taxes paid for prior tax year? $ _____
   d. Will local subcontractor(s) be utilized if awarded this bid? _____ If yes, attach a list of Company and value for each.
   e. Other economic development benefit deemed pertinent by applicant. Attach separate sheet if necessary.

City Bid/Quote Number for which local preference is requested: _____

**Certification of information:**
The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

| | |
|---|---|
| Viking Construction | 2/28/2022 |
| Company Name | Date |
| Brad J Pearce | Brad Pearce |
| Signature | Print Name |

**Tax certificate for the most current year marked PAID is attached**

ACORD®

# EXHIBIT A
# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/6/2022

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

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

| | |
|---|---|
| **PRODUCER** CAC Specialty<br>7950 Legacy Drive, Suite 422<br>Plano, TX 75024<br><br>www.cacspecialty.com | **CONTACT NAME:** Helen Dillen<br>**PHONE (A/C, No, Ext):** 205.414.8100 **FAX (A/C, No):** 205.414.8105<br>**E-MAIL ADDRESS:** Helen.Dillen@cacspecialty.com |
| **INSURED**<br>Viking Construction, Inc.<br>2592 Shell Rd.<br>Georgetown TX 78628 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Continental Casualty Company — 20443<br>**INSURER B :** American Casualty Company of Reading, PA — 20427<br>**INSURER C :**<br>**INSURER D :** Transportation Insurance Company — 20494<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 67613992 **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 | ✓ **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ✓ OCCUR<br>✓ Deductible $0<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ✓ PRO-JECT ☐ LOC<br>☐ OTHER: | | | 7017848909 | 10/29/2021 | 10/29/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 2,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>✓ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | 7018065345 | 12/13/2021 | 10/29/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 2,000,000<br>$<br>$<br>$<br>$ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>$ | $<br>$<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 7017848912 | 10/29/2021 | 10/29/2022 | ✓ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

The City of Grand Prairie is included as additional insured where required by written contract with respect to General Liability and Auto Liability as per terms and conditions in policy. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured where required by written contract with respect to General Liability as per terms and conditions in policy. Waiver of subrogation has been granted to the additional insured where required by written contract with respect to General Liability, Auto Liability and Workers Compensation as per terms and conditions in policy.

**CERTIFICATE HOLDER**

The City of Grand Prairie
300 W. Main St.
Grand Prairie TX 75050

Page 51 of 57

**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**

Helen Dillen

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**ACORD 25 (2016/03)** **The ACORD name and logo are registered marks of ACORD**

# EXHIBIT A

**3.47 PERFORMANCE BOND** BOND NUMBER 30115288

STATE OF TEXAS
COUNTY OF Williamson

KNOW ALL MEN BY THESE PRESENTS:

That Viking Construction, Inc. of the City of Georgetwon, County of Williamson, and State of Texas, as Principal, and Western Surety Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of Six Hundred Twenty Three Thousand Nine Hundred Eighty Seven and 52/100 Dollars ($ 623,927.52 ) as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 6th day of April, 2022 to 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 said Contract and shall in all respects duly and faithfully contract agreed and covenanted by the Principal to be observed and performed and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 22nd day of April, 2022

| | |
|---|---|
| VIKING CONSTRUCTION, INC. | WESTERN SURETY COMPANY |
| PRINCIPAL | SURETY |
| By: | By: Rena M. Casprowitz |
| Title: | Title: Attorney-in-Fact |
| Address: | Address: 151 N Franklin Street |
| | Chicago, IL 60606 |

Name and address of the Resident Agent of Surety is: Williams-Boyce Agency, LLP

212 SE 6th Avenue, Amarillo, Texas 79101

EXHIBIT A

**NOTARIAL ACKNOWLEDGEMENT**

State of NEVADA

County of CLARK

On the 22nd day of April in the year 2022, before me personally appeared RENA M. CASPROWITZ, known to me to be the ATTORNEY-IN-FACT of the WESTERN SURETY COMPANY known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein names, and acknowledged to me that such Corporation executed the same.

Christi Jacobs

My commission expires 9/9/2023

CHRISTI JACOBS
Notary Public, State of Nevada
No. 14-15202-1
My Appt. Exp. Sept. 9, 2023

EXHIBIT A

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Thomas J Burns, Greg J McKinley, Scott Kerestesi, Rena M Casprowitz, Individually**

of Las Vegas, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of August, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 28th day of August, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

J. Mohr, Notary Public

**CERTIFICATE**

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22ND day of April, 2022.

Bond Number
30115208

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



Form F4280-7-2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# EXHIBIT A

**3.48 PAYMENT BOND** BOND NUMBER 30115288

STATE OF TEXAS
COUNTY OF Williamson

KNOW ALL MEN BY THESE PRESENTS:

That Viking Construction, Inc. of the City of Georgetown, County of Williamson, and State of Texas, as Principal, and Western Surety Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the panel sum of Six Hundred Twenty Three Thousand Nine Hundred Eighty Seven and 52/100 Dollars ($ 623,927.52 ) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the 6th day of April, 2022 to 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 materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 22nd day of April, 2022

| | |
|---|---|
| VIKING CONSTRUCTION, INC. | WESTERN SURETY COMPANY |
| PRINCIPAL | SURETY |
| By: | By: Rena M. Casprowitz |
| Title: | Title: Attorney-in-Fact |
| Address: | Address: 151 N Franklin Street |
| | Chicago, IL 60606 |

Name and address of the Resident Agent of Surety is: Williams-Boyce Agency, LLP

212 SE 6th Avenue, Amarillo, Texas 79101

EXHIBIT A

**NOTARIAL ACKNOWLEDGEMENT**

State of NEVADA

County of CLARK

On the 22nd day of April in the year 2022, before me personally appeared RENA M. CASPROWITZ, known to me to be the ATTORNEY-IN-FACT of the WESTERN SURETY COMPANY known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein names, and acknowledged to me that such Corporation executed the same.

Christi Jacobs

Christi Jacobs

My commission expires 9/9/2023

CHRISTI JACOBS
Notary Public, State of Nevada
No. 14-15202-1
My Appt. Exp. Sept. 9, 2023

EXHIBIT A

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**Thomas J Burns, Greg J McKinley, Scott Kerestesi, Rena M Casprowitz, Individually**

of Las Vegas, NV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of August, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 28th day of August, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

**CERTIFICATE**

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of April, 2022.

Bond Number
30115288

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary


Form F4280-7-2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# STAFF REPORT

**MEETING: City Council - 17 May 2022**

**TITLE:**
Conduct a Public Hearing and consider an Ordinance granting a specific use permit to allow for a Short-Term Rental on river oaks, Block K, Lot 5, City of Duncanville, Dallas County, Texas, more commonly known as 350 Linklea Drive.

**FY 2022 CITY COUNCIL ORGANIZATIONAL WORKPLAN:**

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**
**Jeremy Tennant, Director of Planning and Neighborhood Services**

**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 goes on to list the following policies to guide low density 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.

Staff believes this request, as it relates to compatibility with the Comprehensive Plan, is dependent on the manner in which the single-family residential structure is utilized for the purpose of a short-term rental. If the structure is intended to be constantly rented out much the same as a hotel room, staff

would not believe the request is compatible with the Comprehensive Plan. However, if the structure was intended to be lived-in by the property owner throughout the majority of the year and rented out for a select number of weekends, staff feels such a request may be viewed to be more inline with the Comprehensive Plan.

**Project Scope**
The applicants are seeking approval to allow for the use of Short-Term Rental at the subject property. The associated structure consists of a single-family residence, approximately 1,372 square feet in size with attached garage. Exterior features include existing trees and front drive.

**Surrounding Land Use and Zoning**
The subject property is surrounded by existing single-family residences zoned SF-7 Single-Family Residential District.

**Zoning and Land Use**
Section 6.05. (Specific Use Permits) of the Zoning Ordinance, states the in considering an application for a SUP, 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.

**Recommendation**
Staff recommended that the Commission consider the bulleted items contained in Section 6.05 of the Zoning Ordinance and make an appropriate recommendation to City Council. The Planning and Zoning Commission recommended not to approve the request.

**POLICY EXPLANATION:**
**Notification**
Thirty-seven (37) notices were sent out for this public hearing. As of this writing, no responses have been received. Letters will be received until Tuesday, May 17, 2022, to fulfill legal requirements for a written formal protest to City Council. The request is tentatively scheduled to proceed to the Tuesday, May 17, 2022, City Council hearing.

**FUNDING SOURCE:**

**ORG and Object Number**
N/A

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

**ACTION ALTERNATIVES:**

1. Approval of Ordinance.
2. Do not approve Ordinance.
3. Other actions as directed by Council.

**ATTACHMENTS:**

Attachment 1 - Legal Advertisement for Public Hearing
Attachment 2 - Area of Request Maps
Attachment 3 - Site Plan & Applicant Exhibits
Attachment 4 - Letter From Applicant- Property Owner
Attachment 5 - Letters to Property Owners Within 200' Buffer
Attachment 6 - List of Property Owners Within 200' Buffer
Attachment 7 - Ordinance No. - 2433 - SUP - 350 Linklea Drive

# Attachment 1

Advertise 1 time - By March 30

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2022-07

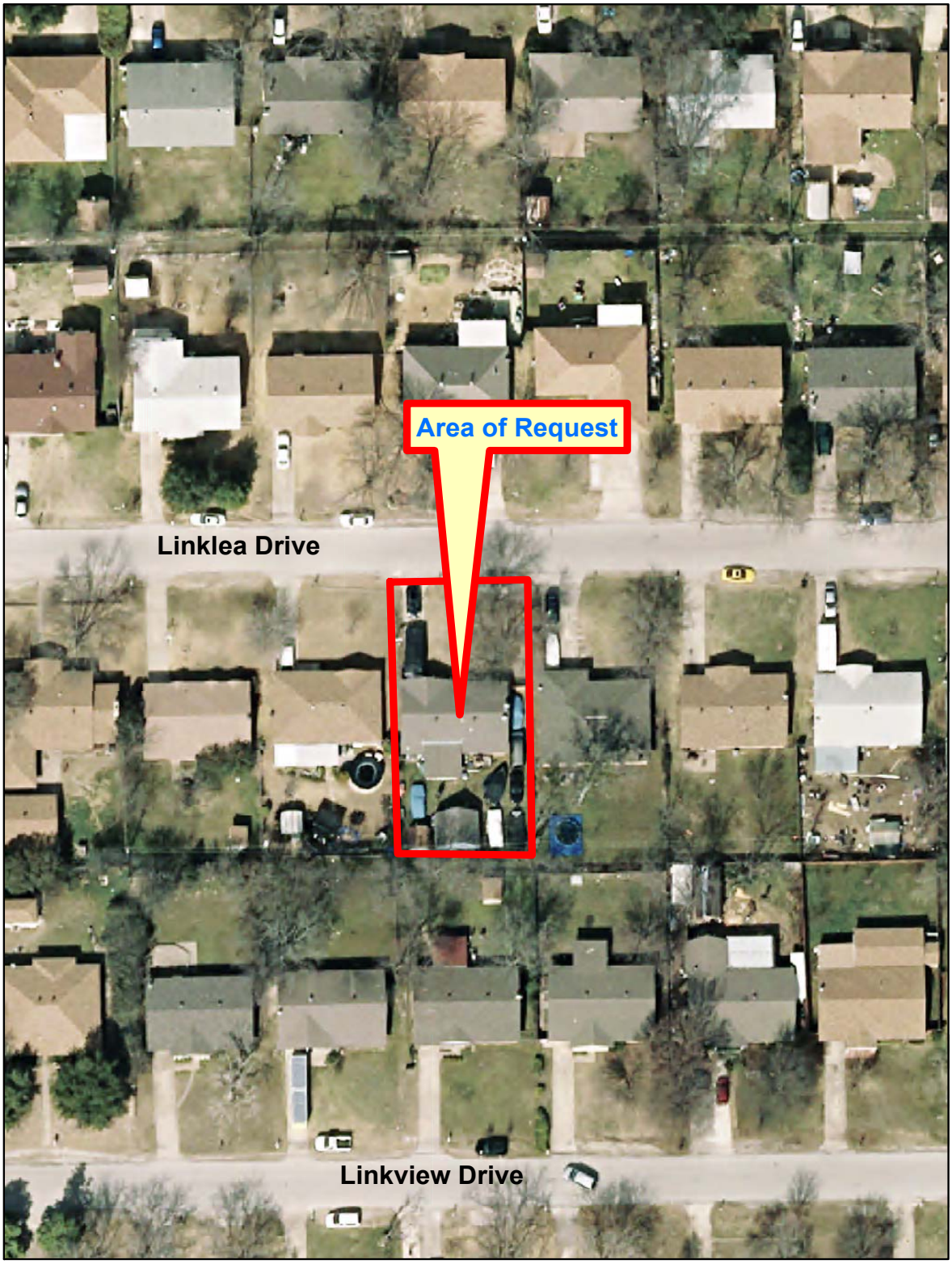
A public hearing will be held before the Planning & Zoning Commission on Monday, April 11, 2022 at 7:00 p.m., and before City Council on Tuesday, May 3, 2022, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville for a Specific Use Permit to allow for the use of Short-Term Rental, on River Oaks, Block K, Lot 5, more commonly known as 350 Linklea Drive, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary or to Skye Thibodeaux, Interim Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

Skye Thibodeaux,
City Planner

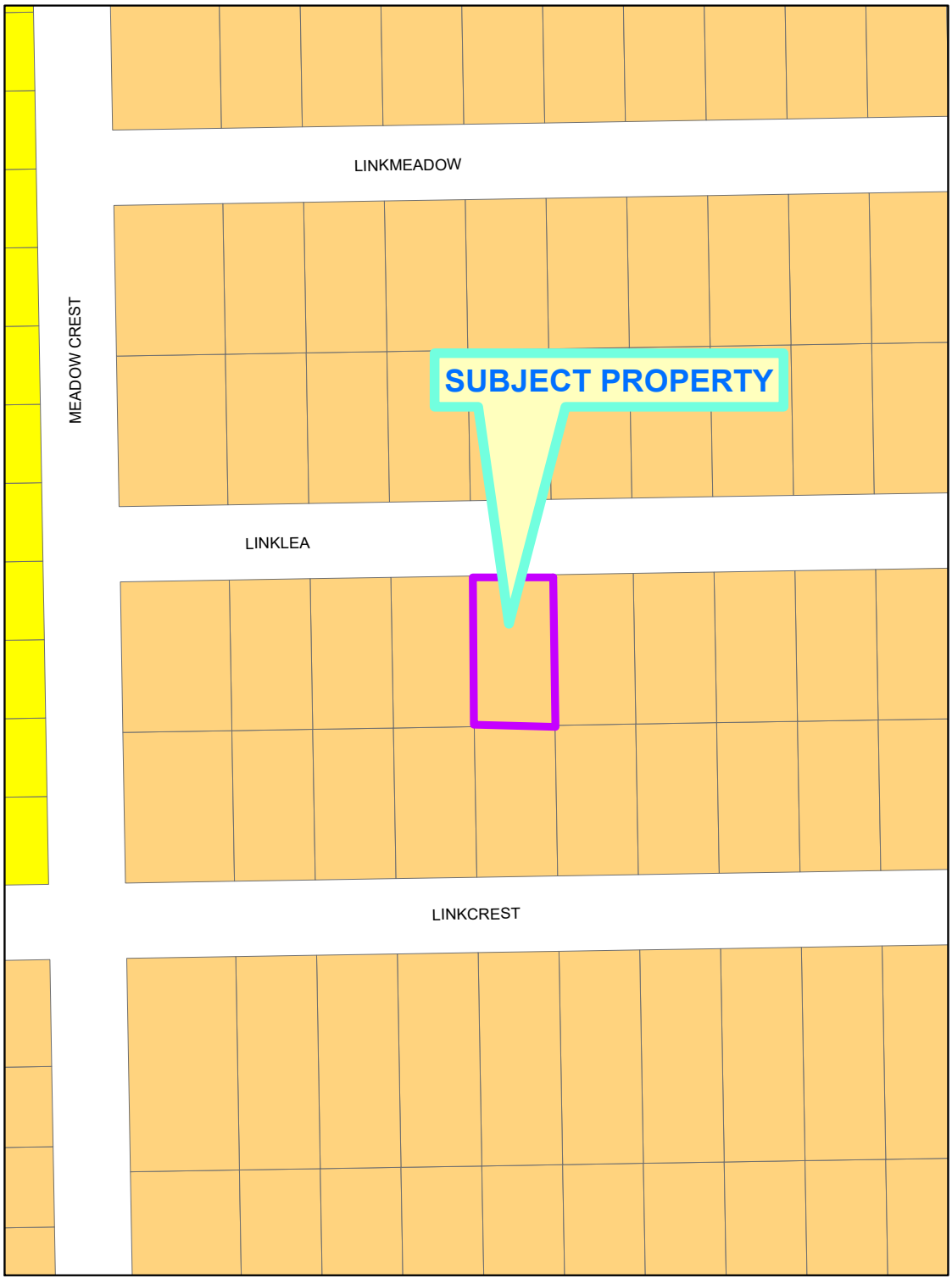
Attachment 2




Duncanville
City of Champions

**Proposed Zoning Change**
**Aerial Location**
**350 Linklea Drive**

N
W
E
S



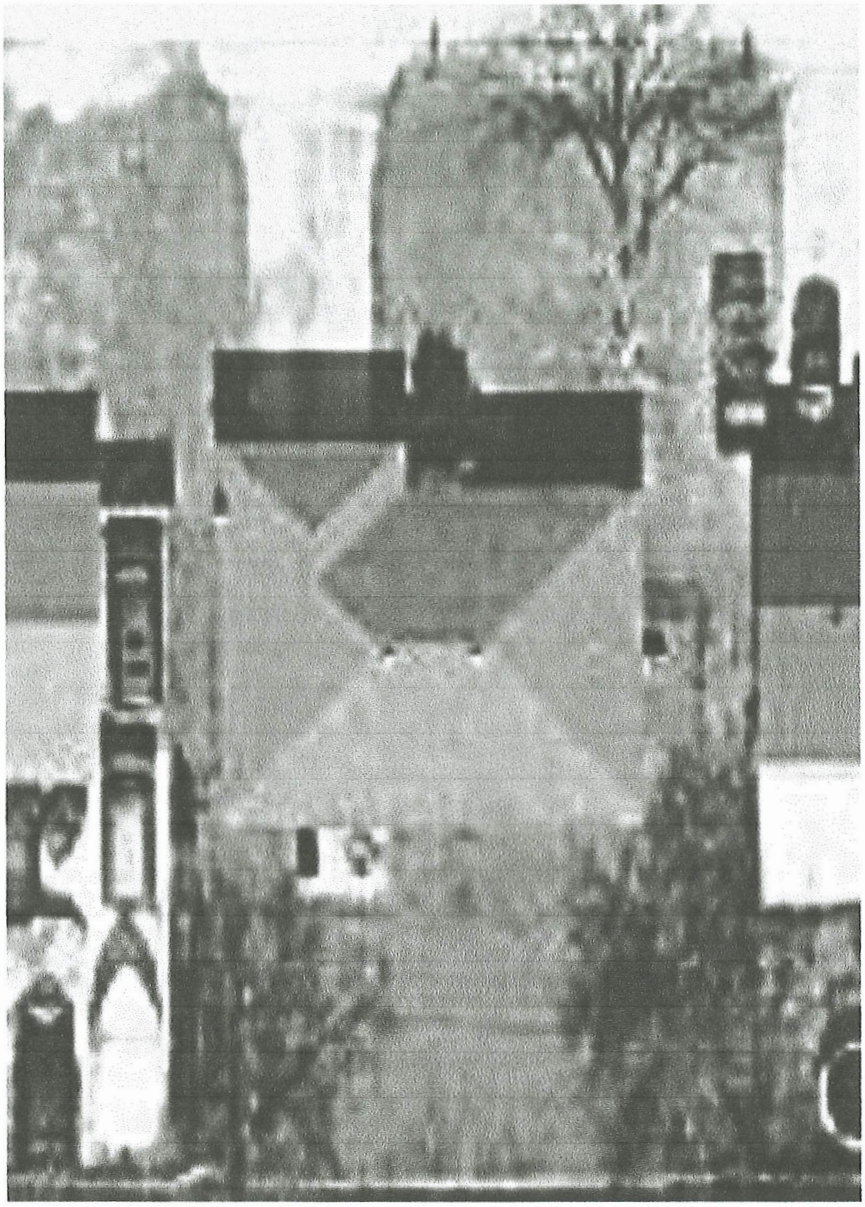

Duncanville
City of Champions

**Zoning Case 2022-07**
**SUP Request for**
**Short-Term Rental**

N
W E
S

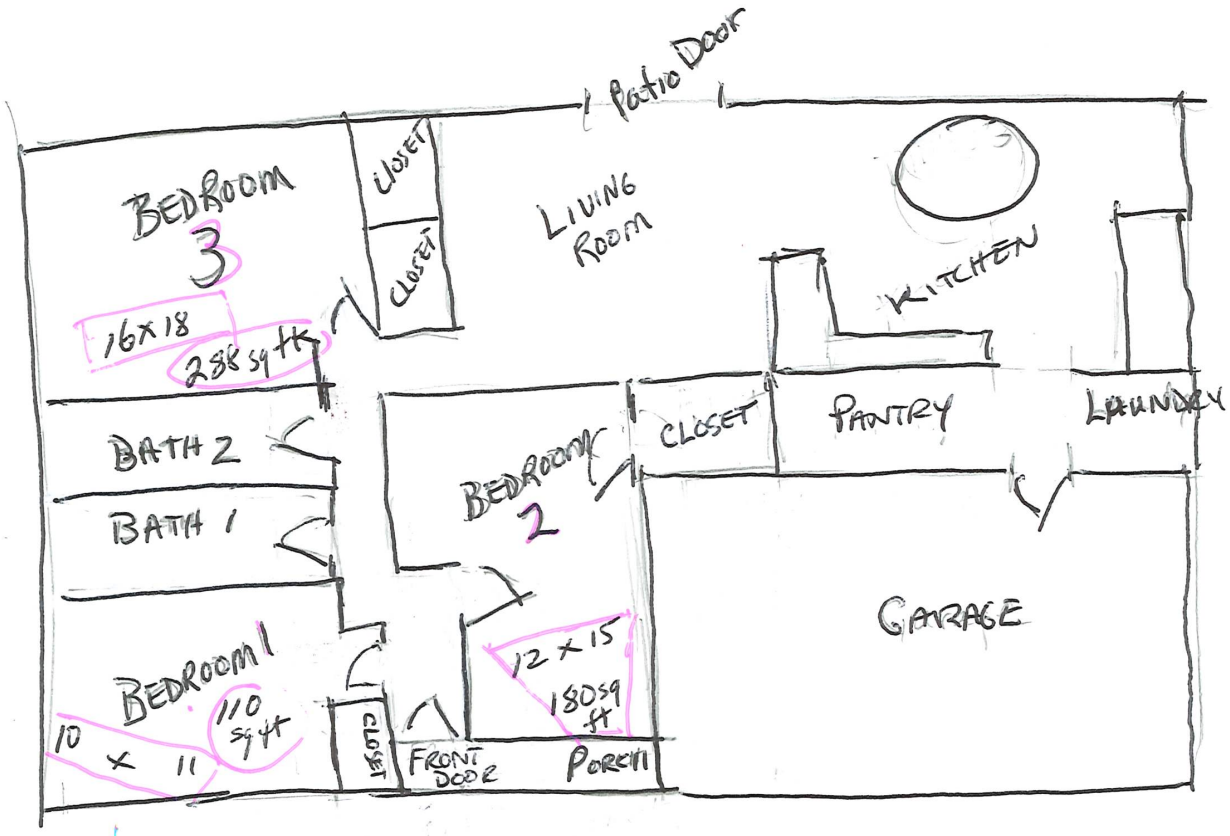
Attachment 3

350 Linklea Blvd, Duncanville, TX 75137



River Oaks Blk K Lot 5

350 LINKLEAF DRIVE, DUNCANVILLE 75137



Attachment 4

Stuart and Ruth Carlson
~~822 Sherrill Blvd~~ 350 Linklea Dr
Duncanville, Texas 75116
February 22, 2022

To the City of Duncanville:

We are applying for a special use permit to use a home in our family trust at 350 Linklea Drive, Duncanville, as a place to welcome people to our city - people such as traveling nurses, students, and other folks who need a transitional place to stay until they get their feet under them. Most of our guests will likely stay with us for 3 months to a year, or longer.

There are times, however, when a guest is just traveling through town and needs a place for a night or two; or perhaps a mother has come to town to visit her son who is attending college. While we do not seek to have short term guests, we do try to accommodate them if the need arises. Last year we hosted a few short term guests in our other homes, and this is why we are applying for a short term rental permit.

We love sharing our home with our guests! Our setup is reminiscent of a tiny hotel, but much better. Each guest has the privacy and security afforded by a keyed door to their bedroom; but they have access to and use of all the common areas: the living room, kitchen, dining room, bathrooms, laundry room, patio, and front and back yards. Some of our guests work night shifts, others during the day, some work from home, and others work on site. In the past, some of our guests have been able to save enough money while living in our home to buy their own homes here in Duncanville. We like to stop in to have a cup of coffee with a guest and chat, or to attend to maintenance and cleaning of the house and yard. Many enduring relationships will be created.

We believe we are bringing much richness to Duncanville: good people are able to work at Charlton Methodist and other businesses; shopping and use of Uber, Lyft, and UberEats is increased, giving more of our citizens opportunities to make money serving our guests; and because of the welcome and care our guests receive, a positive image of this city is being fostered.

This cute little home is not a party home. Although many of our guests come to us through the Airbnb platform, none of our guests will come to vacation and party, but rather to work and/or study. Funny enough, if one of the guests were to attempt to throw a party (which is against the rules), the other guests would object and report the person to me. What a serendipity that our system is self-monitoring! Our home is quiet, very organized, clean, and safe.

Thank you for your care for Duncanville. We understand how important it is to make sure that neighborhoods remain peaceful, clean, and safe, and we assure you that we are doing our part to create a great atmosphere in Duncanville.

Sincerely,

Stuart and Ruth Carlson

Attachment 5

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) lromero@duncanville.com

March 30, 2022

Zoning File: 2022-07

Dear Property Owner:

Stuart and Ruth Carlson, Applicants, representing Lydia W. Carlson, Owner, are requesting approval of a Specific Use Permit to allow for the use of Short-Term Rental on River Oaks, Block K, Lot 5, more commonly known as 350 Linklea Drive, in the City of Duncanville, Dallas County, Texas.

***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 rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

**The Planning and Zoning Commission will hold a public hearing on Monday, April 11, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, May 3, 2022, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road.** Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by May 3, 2022, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email lromero@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux
Secretary, Planning and Zoning Commission

Enclosures

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) lromero@duncanville.com

Marzo 30, 2022

Archivo de zonificación: 2022-07

Estimado propietario:

Stuart y Ruth Carlson, solicitantes, representando Lydia W. Carlson, propietaria, están solicitando la aprobación de un Permiso de Uso Específico para permitir el uso de Alquileres a Corto Plazo en River Oaks, Block K, Lot 5, más comúnmente conocido como 350 Linklea Drive, en la ciudad de Duncanville, condado de Dallas, Texas.

***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 rezonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está rezonificando.

**La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 11 de Abril de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 3 de Mayo de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road.** Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 3 de Mayo de 2022, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretario de la Ciudad o a Skye Thibodeaux, Secretario de la Comisión de Planificación y Zonificación, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico lromero@duncanville.com indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Sinceramente

Skye Thibodeaux
Secretario de la Comisión de Planificación y Zonificación

Recintos

The following form may be filled out and mailed to:

*Planning and Zoning Commission*
*City of Duncanville*
*Attn: Public Works Department*
*P.O. Box 380280*
*Duncanville, TX 75138-0280*

**Case No. 2022-07** Stuart and Ruth Carlson, Applicants, representing Lydia W Carson, Owner, are requesting approval of a Specific Use Permit (SUP) to allow for the use of Short-Term Rental on River Oaks, Block K, Lot 5, more commonly known as 350 Linklea Drive, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

**NOTE:** The purpose of the request is to allow for the use of Short-Term Rental.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

**The Planning and Zoning Commission will hold a public hearing on Monday, April 11, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, May 3, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road.** Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by May 3, 2022, 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*
*Attention: Public Works Department*
*P.O. Box 380280*
*Duncanville, TX 75138-0280*

**Caso No. 2022-07** Stuart y Ruth Carlson, Solicitantes, representando Lydia W. Carlson, Propietaria, están solicitando la aprobación de un Permiso de Uso Específico (SUP) para permitir el uso de Alquiler a Corto Plazo en River Oaks, Block K, Lot 5, comúnmente conocido como 822 Sherrill Boulevard, en la Cuidad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

**NOTA:** El propósito de la solicitud es permitir el uso de alquiler a corto plazo.

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 cambio de zonificación. **Su propiedad no está siendo rezonificada.**

**La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 11 de Abril 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 3 de Mayo de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road.** Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 3 de Mayo de 2022, 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:*

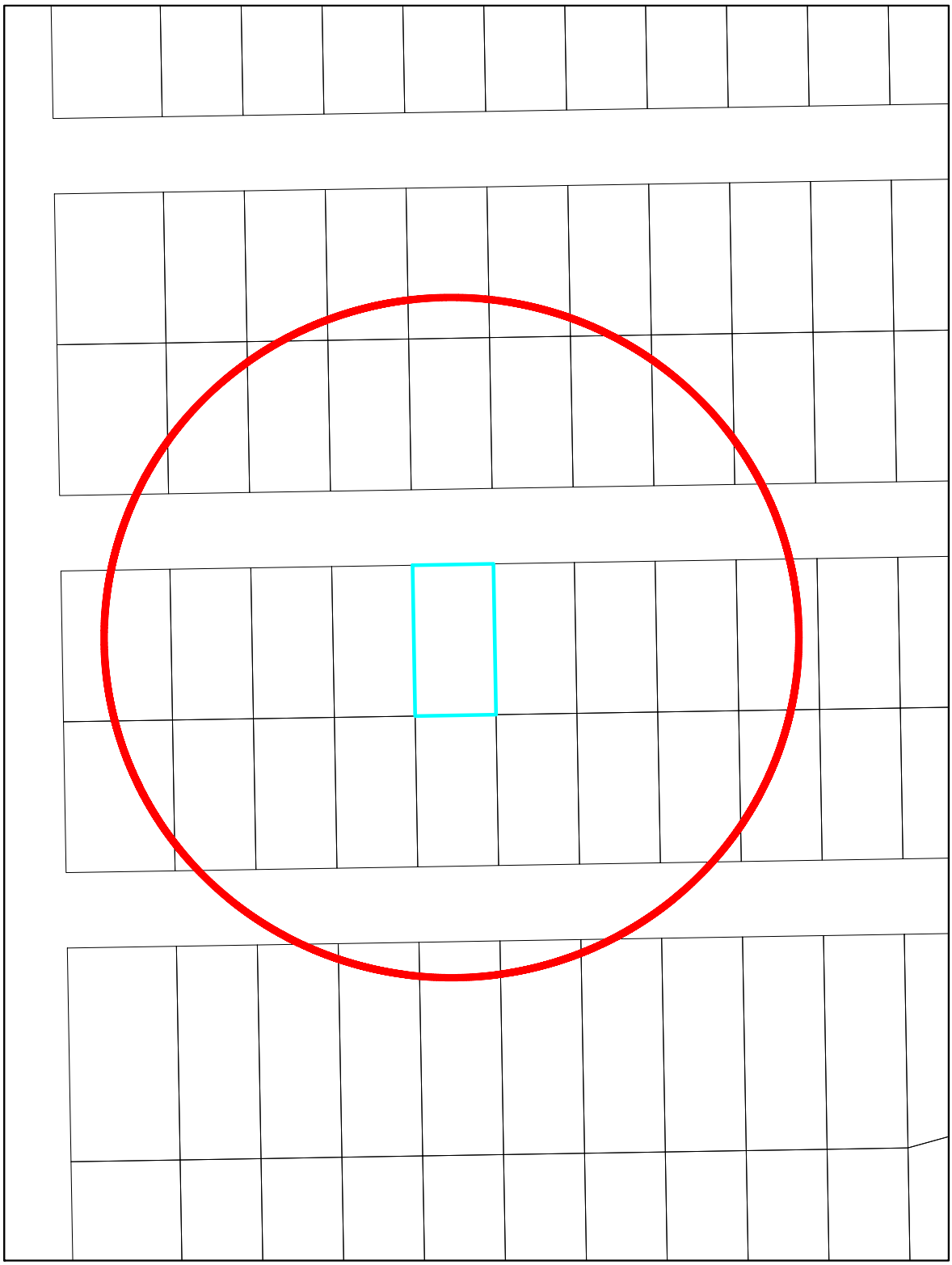
*1).*

*2).*

*3).*

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: _____



# Attachment 6

JUAREZ PABLO
342 LINKCREST DR
DUNCANVILLE, TEXAS 751374308

BARKER VICTORIA A
346 LINKCREST DR
DUNCANVILLE, TEXAS 751374308

RODRIGUEZ FRANCISCO ESPINOZA
350 LINKCREST DR
DUNCANVILLE, TEXAS 751374308

AUGER MARK
354 LINKCREST DR
DUNCANVILLE, TEXAS 751374308

KENNEDY KATHY A
358 LINKCREST DR
DUNCANVILLE, TEXAS 751374308

BRODNAX JENNILEA KIRK
PO BOX 382753
DUNCANVILLE, TEXAS 751382753

PEREZ ARJENA
363 LINKCREST DR
DUNCANVILLE, TEXAS 751374307

SHAW DEBBIE R
359 LINKCREST DR
DUNCANVILLE, TEXAS 751374307

SEMBRANO PAULINA &
355 LINKCREST DR
DUNCANVILLE, TEXAS 751374307

BENCOMO JESUS G &
351 LINKCREST DR
DUNCANVILLE, TEXAS 751374307

GONZALEZ ESEQUIEL
347 LINKCREST DR
DUNCANVILLE, TEXAS 751374307

REYARANDA LLC
4350 MAPLE AVE
DALLAS, TEXAS 752192409

MARIN FLAVIO
339 LINKCREST DR
DUNCANVILLE, TEXAS 751374307

ROJAS SALVADOR G
335 LINKCREST DR
DUNCANVILLE, TEXAS 751374307

SERRANO ARMANDO
220 BUCKSKIN DR
WAXAHACHIE, TEXAS 751674837

GARCIA JUANITA
338 LINKLEA DR
DUNCANVILLE, TEXAS 751374312

ALVARADO MAINOR RIVAS
342 LINKLEA DR
DUNCANVILLE, TEXAS 751374312

MORENO MARCO A
346 LINKLEA DR
DUNCANVILLE, TEXAS 751374312

CARLSON LYDIA W
7500 W CAMP WISDOM RD # G02
DALLAS, TEXAS 752365629

MATLOCK OSCAR &
354 LINKLEA DR
DUNCANVILLE, TEXAS 751374312

JUSTICE RALPH RICHARD &
358 LINKLEA DR
DUNCANVILLE, TEXAS 751374312

MILLER CINDY L
134 CREEK DR
WHITNEY, TEXAS 766927536

WOODDELL GARY D &
366 LINKLEA DR
DUNCANVILLE, TEXAS 751374312

GARZA MARTINA R
367 LINKLEA DR
DUNCANVILLE, TEXAS 751374311

VILLALTA RAFAEL E
363 LINKLEA DR
DUNCANVILLE, TEXAS 751374311

SKINNER LEONARD E
359 LINKLEA DR
DUNCANVILLE, TEXAS 751374311

MOORE SAMUEL & JANE
355 LINKLEA DR
DUNCANVILLE, TEXAS 751374311

LOPEZ RODOLFO
351 LINKLEA DR
DUNCANVILLE, TEXAS 751374311

RESICAP TEXAS OWNER II LLC
3630 PEACHTREE RD NE
ATLANTA, GEORGIA 303260000

ARANJO MISAEL JAMIE &
343 LINKLEA DR
DUNCANVILLE, TEXAS 751374311

DEAN RONNIE &
2528 RICHLAND AVE
FARMERS BRANCH, TEXAS 752344732

RUIZ GREGORIO
335 LINKLEA DR
DUNCANVILLE, TEXAS 751374311

ALLISON LALIYA
342 LINKMEADOW DR
DUNCANVILLE, TEXAS 751374314

GONZALES J G TR &
346 LINKMEADOW DR
DUNCANVILLE, TEXAS 751374314

PARKER BOBBY RAY &
350 LINKMEADOW DR
DUNCANVILLE, TEXAS 751374314

DAVIS BARBARA J
354 LINKMEADOW DR
DUNCANVILLE, TEXAS 751374314

MARROQUIN RAFAEL A
117 W SCHRIEBER ST
GARLAND, TEXAS 750408806

**ORDINANCE NO. 2433**

**AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING SF-7 SINGLE-FAMILY RESIDENTIAL DISTRICT TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR SHORT-TERM RENTAL ON REAL PROPERTY LOCATED ON RIVER OAKS, BLOCK K, LOT 5, MORE COMMONLY KNOWN AS 350 LINKLEA DRIVE, 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 existing SF-7 Single-Family Residential District zoning to grant a Specific Use Permit “SUP” to allow for Short-Term Rental on real property located on River Oaks, Block K, Lot 5, Cit more commonly known as 350 Linklea Drive, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit “A”, attached hereto and made a part hereof for all purposes (the “Property”).

**SECTION 2.** That the above-described property shall be used and developed 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 heretofore amended, and subject to the following additional special conditions:

1. No additional conditions.

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

thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

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

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

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

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

**DULY ORDAINED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 17th day of May, 2022.

**APPROVED:**

_____

Barry L. Gordon, Mayor

**ATTEST:**

_____

Kristin Downs, City Secretary

**APPROVED AS TO FORM:**

_____

Robert E. Hager, City Attorney

**EXHIBIT "A"**
**LEGAL DESCRIPTION**

Being all of an approximately 0.174-acre lot, tract, or parcel of land recorded as Block K, Lot 5, River Oaks, City of Duncanville, Dallas County, Texas, more commonly known as 350 Linklea Drive.

# STAFF REPORT

**MEETING: City Council - 17 May 2022**

**TITLE:**
Conduct a Public Hearing and consider an Ordinance granting a Specific Use Permit "SUP" for Short-Term Rental on Irwin Keasler Dev Red Bird 5, PT Lot 0006, Duncanville, Dallas County, Texas, more commonly known as 822 Sherrill Boulevard.

**FY 2022 CITY COUNCIL ORGANIZATIONAL WORKPLAN:**

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**
**Jeremy Tennant, Director of Planning and Neighborhood Services**

**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 goes on to list the following policies to guide low density 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.

Staff believes this request, as it relates to compatibility with the Comprehensive Plan, is dependent on the manner in which the single-family residential structure is utilized for the purpose of a short-term rental. If the structure is intended to be constantly rented out much the same as a hotel room, staff

would not believe the request is compatible with the Comprehensive Plan. However, if the structure was intended to be lived-in by the property owner throughout the majority of the year and rented out for a select number of weekends, staff feels such a request may be viewed to be more inline with the Comprehensive Plan.

**Project Scope**
The applicants are seeking approval to allow for the use of Short-Term Rental at the subject property. The associated structure consists of a single-family residence, approximately 3,567 square feet in size with attached garage. Exterior features include existing trees and front drive.

**Surrounding Land Use and Zoning**
The subject property is surrounded by existing single-family residences zoned SF-10 Single-Family Residential District.

**Zoning and Land Use**
Section 6.05. (Specific Use Permits) of the Zoning Ordinance, states the in considering an application for a SUP, 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.

**Recommendation**
Staff recommended the Planning and Zoning Commission consider the bullet items contained in Section 6.05 of the Zoning Ordinance and make an appropriate recommendation to City Council. The Planning and Zoning Commission recommended the approval of the request.

**POLICY EXPLANATION:**
**Notification**
Seventeen (17) notices were sent out for this public hearing. Letters will be received until Tuesday, May 17, 2022, to fulfill legal requirements for a written formal protest to City Council. The request is tentatively scheduled to proceed to the Tuesday, May 17, 2022, City Council hearing.

**FUNDING SOURCE:**

**ORG and Object Number**
N/A

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

**ACTION ALTERNATIVES:**

1. Approval of Ordinance.
2. Do not approve Ordinance.
3. Other actions as directed by Council.

**ATTACHMENTS:**

Attachment 1 - Legal Advertisement for Public Hearing
Attachment 2 - Area of Request Maps
Attachment 3 - Site Plan & Applicant Exhibits
Attachment 4 -Letter From Applicant-Property Owner
Attachment 5 - Letter to Property Owners Within 200' Buffer & Responses
Attachment 6 - List of Property Owners Within 200' Buffer
Attachment 7 - Ordinance No. - 2434 - SUP - 822 Sherrill Boulevard

# Attachment 1

Advertise 1 time - By March 30

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2022-08

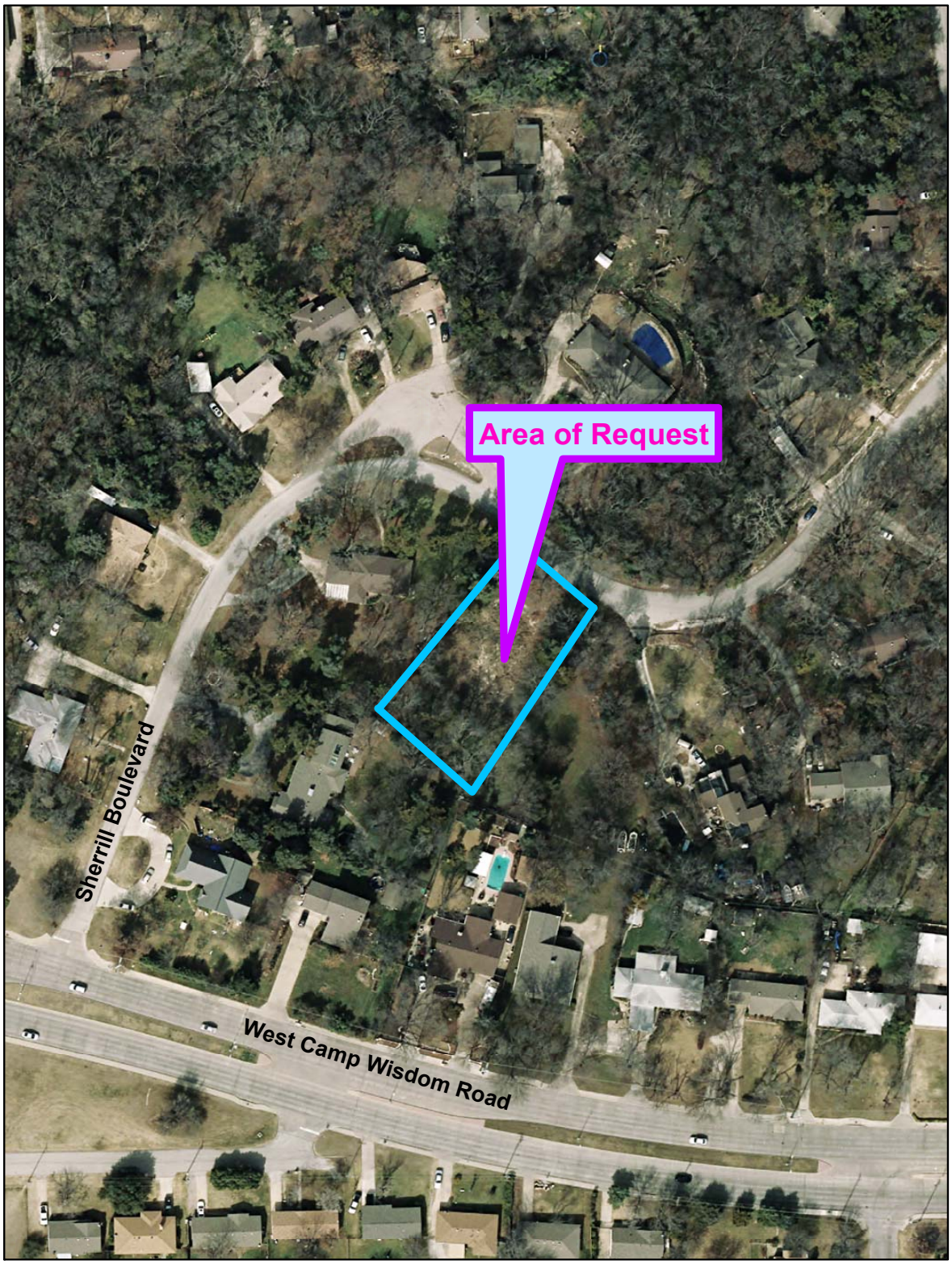
A public hearing will be held before the Planning & Zoning Commission on Monday, April 11, 2022 at 7:00 p.m., and before City Council on Tuesday, May 3, 2022, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville for a Specific Use Permit to allow for the use of Short-Term Rental, on Irwin Keasler Dev Red Bird 5, PT Lot 0006, more commonly known as 822 Sherrill Boulevard, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary or to Skye Thibodeaux, Interim Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

Skye Thibodeaux,
City Planner

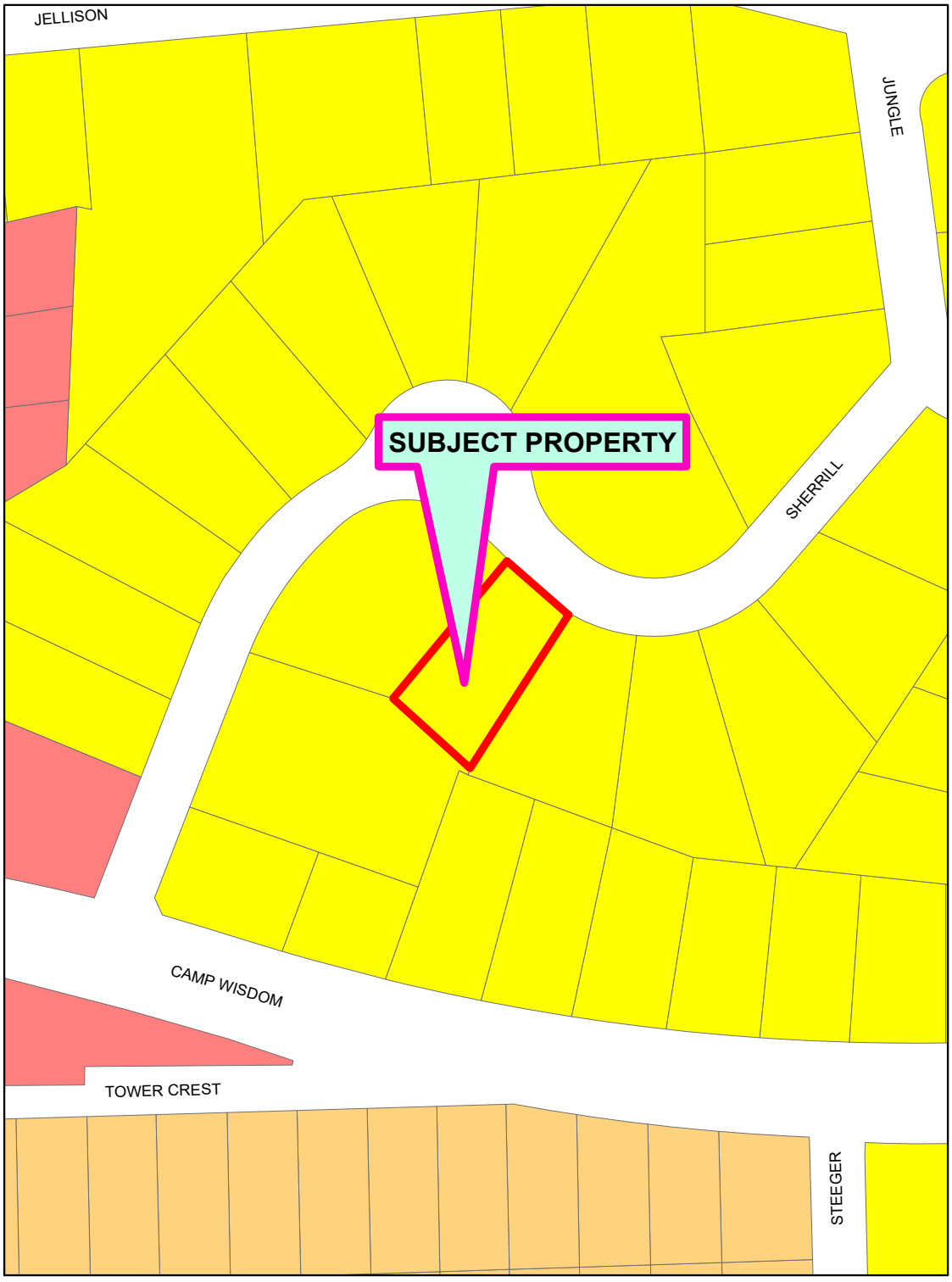
Attachment 2




Duncanville
City of Champions

**Proposed Zoning Change**
**Aerial Location**
**822 Sherrill Boulevard**

N
W E
S

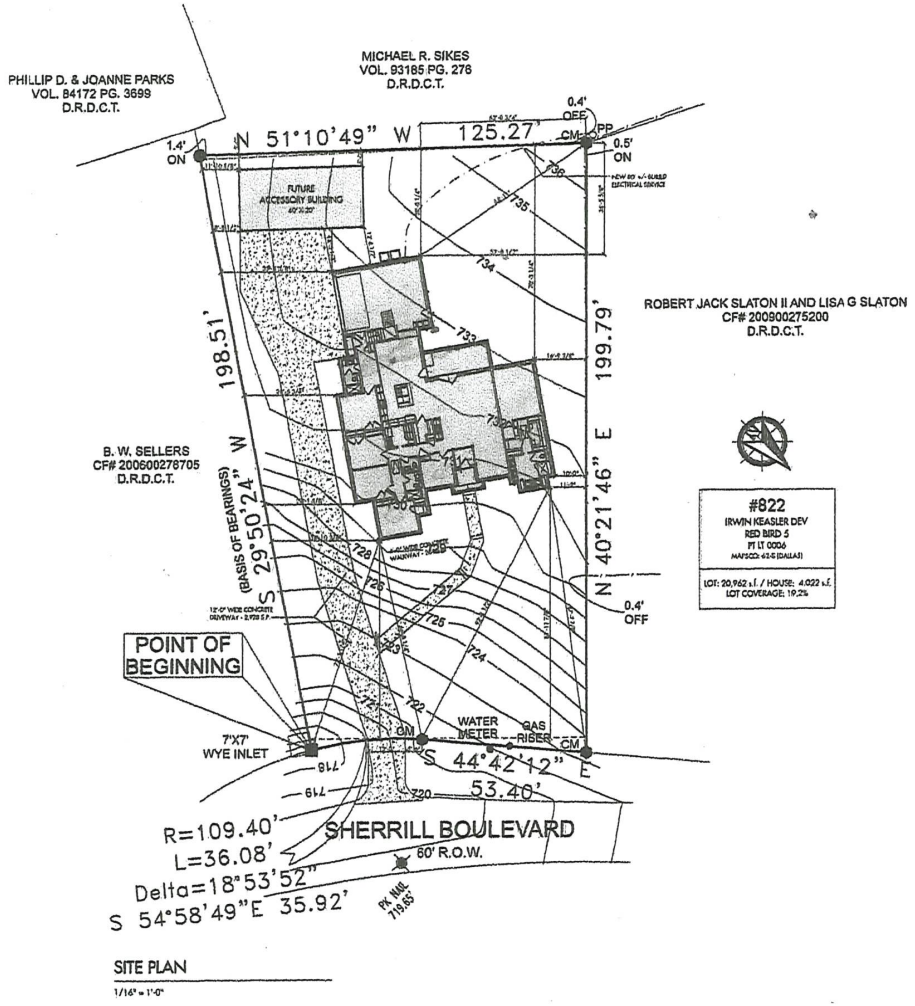



Duncanville
City of Champions

**Zoning Case 2022-08**
**SUP Request for**
**Short-Term Rental**

N
W E
S

# Attachment 3




## SHEET INDEX


SP - SITE PLAN
A1 - FLOOR PLAN
A2 - ELECTRICAL PLAN
A3 - NORTH & EAST ELEVATIONS
A4 - SOUTH & WEST ELEVATIONS
A5 - ROOF PLAN
A6 - SCHEDULES & DETAILS


| REVISION | BY |
|---|---|
| 04.14.17 | CHJ |

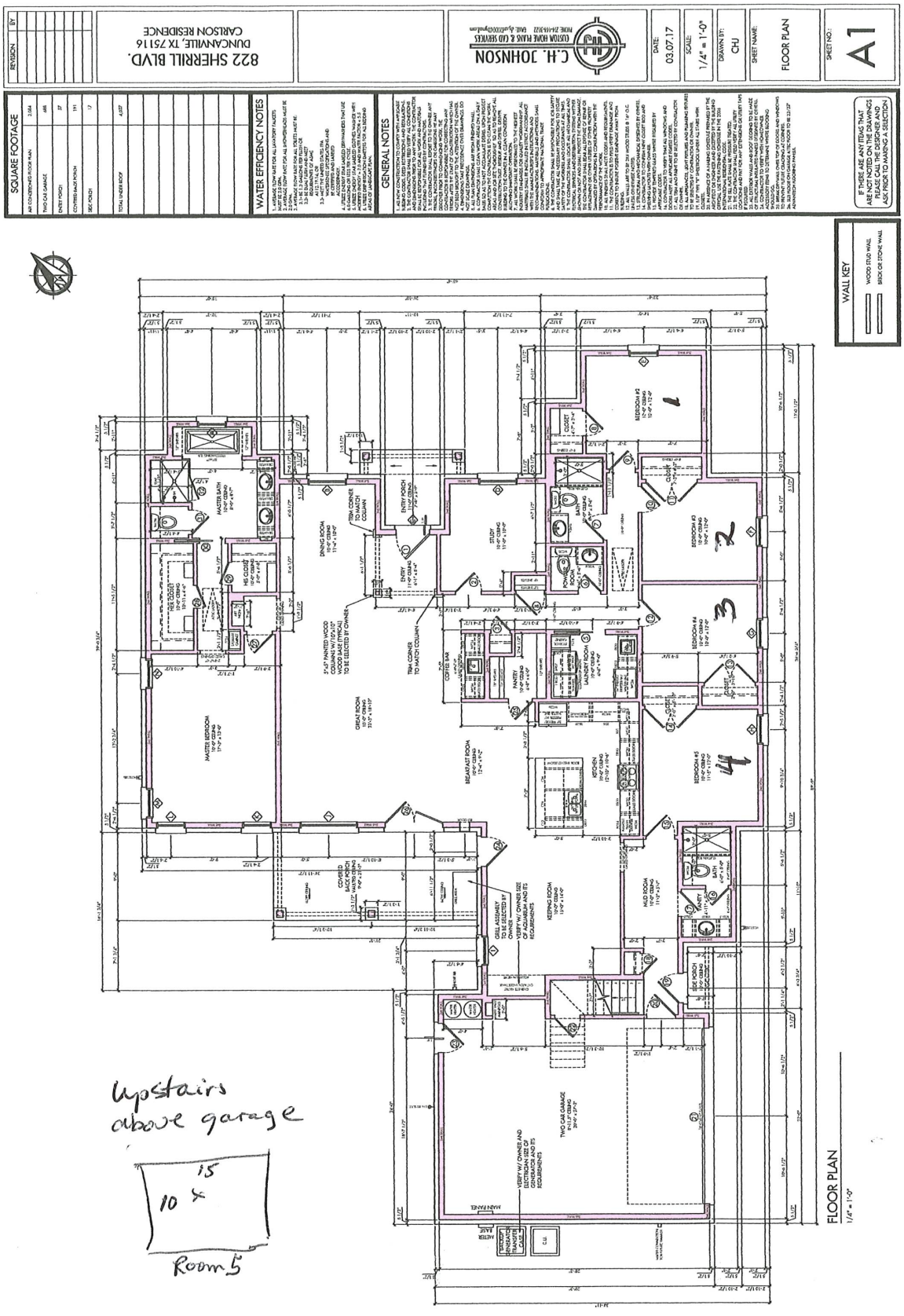
822 SHERRILL BLVD.
DUNCANVILLE, TX 75116
CARLSON RESIDENCE

C.H. JOHNSON
CUSTOM HOME PLANS & CAD SERVICES

DATE: 03.07.17
SCALE: 1/16" = 1'-0"
DRAWN BY: CHJ
SHEET NAME: SITE PLAN
SHEET NO.: SP

## SITE NOTES

1. ALL NEW CONSTRUCTION TO COMPLY WITH APPLICABLE BUILDING CODES, DEED RESTRICTIONS AND REGULATIONS.
2. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO MAINTAIN POSITIVE DRAINAGE AWAY FROM SLAB.
4. THE CONTRACTOR IS TO FIELD VERIFY DRAINAGE AND CONDUCT TO ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING.
5. THE CONTRACTOR SHALL VERIFY EXISTING DRAINAGE AROUND THE SITE PRIOR TO CONSTRUCTION AND ENSURE THAT NO PONDING AND POSITIVE DRAINING OCCURS AFTER CONSTRUCTION. THE CONTRACTOR SHALL PERFORM MONITORING IS REQUIRED TO ENSURE THAT PROPER DRAINAGE OCCURS.
6. TRIM TREES AS REQUIRED. FIELD VERIFY AND DISCUSS WITH HOMEOWNER PRIOR TO CUTTING LIMBS OR TREES.
7. THE CONTRACTOR SHALL PROVIDE A POST-A-POSTS ON SITE WHEN ANY CONSTRUCTION STARTS AND DISCUSS WITH THE HOMEOWNER THE LOCATION.
8. CONTRACTOR TO VERIFY INSTALLATION OF NEW AEROBIC SEPTIC SYSTEM WITH OWNER AND PLUMBER.


REVISION
BY
822 SHERRILL BLVD.
DUNCANVILLE, TX 75116
CARLSON RESIDENCE
C.H. JOHNSON
CUSTOM HOME PLANS & CAD SERVICES
DATE:
03.07.17
SCALE:
1/4" = 1'-0"
DRAWN BY:
CHJ
SHEET NAME:
FLOOR PLAN
SHEET NO:
A1
SQUARE FOOTAGE
WATER EFFICIENCY NOTES
GENERAL NOTES
IF THERE ARE ANY ITEMS THAT ARE NOT CLEAR ON THESE DRAWINGS PLEASE CALL THE DESIGNER AND ASK PRIOR TO MARKING A SELECTION
WALL KEY
WOOD STUD WALL
BRICK OR STONE WALL
FLOOR PLAN
1/4" = 1'-0"
Upstairs above garage
10 x 15
Room 5

# Attachment 4

Stuart and Ruth Carlson
822 Sherrill Blvd
Duncanville, Texas 75116
February 22, 2022

To the City of Duncanville:

We are applying for a special use permit to use our residence as a place to welcome people to our city - people such as traveling nurses, students, and other folks who need a transitional place to stay until they get their feet under them. Most of our guests stay with us for more than a full month, but our most common time period to host a guest is from 3 to 6 months.

There are times, however, when a guest is just traveling through town and needs a place for a night or two; or perhaps a mother has come to town to visit her son who is attending college. While we do not seek to have short term guests, we do try to accommodate them if the need arises. Last year we hosted short term guests in our home about 1% of the time, and this is why we are applying for a short term rental permit.

We love sharing our home with our guests! Our set up is reminiscent of a tiny hotel, but much better. Each guest has the privacy and security afforded by a keyed door to their bedroom; but they have access to and use of all the common areas: the living room, kitchen, dining room, bathrooms, laundry room, patio, and back and front yards. Some of our guests work night shifts, others during the day, some work from home, and others work on site. Some of our guests have been able to save enough money while living with us to buy their own homes here in Duncanville. Many enduring relationships have been created, and a good number of our guests have become part of our family.

We believe we are bringing much richness to Duncanville: good people are able to work at Charlton Methodist and other businesses; shopping and use of Uber, Lyft, and UberEats is increased, giving more of our citizens opportunities to make money serving our guests; and because of the welcome and care our guests receive, a positive image of this city is being fostered.

Our home is not a party home. Although many of our guests come to us through the Airbnb platform, none of our guests have ever come to vacation and party, but rather to work and/or study. Our home is quiet, very organized, clean, and safe, and we have had no complaints.

Thank you for your care for Duncanville. We understand how important it is to make sure that neighborhoods remain peaceful, clean, and safe, and we assure you that we are doing our part to create a great atmosphere in Duncanville.

Sincerely,

Stuart and Ruth Carlson

Attachment 5

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) lromero@duncanville.com

March 30, 2022

Zoning File: 2022-08

Dear Property Owner:

Stuart and Ruth Carlson, Applicants and Owners, are requesting approval of a Specific Use Permit to allow for the use of Short-Term Rental on Irwin Keasler Dev Red Bird 5, PT Lot 0006, more commonly known as 822 Sherrill Boulevard, in the City of Duncanville, Dallas County, Texas.

***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 rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

**The Planning and Zoning Commission will hold a public hearing on Monday, April 11, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, May 3, 2022, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road.** Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by May 3, 2022, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email lromero@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux
Secretary, Planning and Zoning Commission

Enclosures

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) lromero@duncanville.com

Marzo 30, 2022

Archivo de zonificación: 2022-08

Estimado propietario:

Stuart y Ruth Carlson, solicitantes y propietarios, están solicitando la aprobación de un Permiso de Uso Específico para permitir el uso de Alquileres a Corto Plazo en Irwin Keasler Dev Red Bird 5, PT Lot 0006, más comúnmente conocido como 822 Sherrill Boulevard, en la ciudad de Duncanville, condado de Dallas, Texas.

***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 rezonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está rezonificando.

**La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 11 de Abril de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 3 de Mayo de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road.** Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 3 de Mayo de 2022, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretario de la Ciudad o a Skye Thibodeaux, Secretario de la Comisión de Planificación y Zonificación, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico lromero@duncanville.com indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Sinceramente

Skye Thibodeaux
Secretario de la Comisión de Planificación y Zonificación

Recintos

The following form may be filled out and mailed to:

*Planning and Zoning Commission*
*City of Duncanville*
*Attn: Public Works Department*
*P.O. Box 380280*
*Duncanville, TX 75138-0280*

**Case No. 2022-08** Stuart and Ruth Carlson, Applicants and Owners, are requesting approval of a Specific Use Permit (SUP) to allow for the use of Short-Term Rental on Irwin Keasler Dev Red Bird 5, PT Lot 0006, more commonly known as 822 Sherrill Boulevard, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

**NOTE:** The purpose of the request is to allow for the use of Short-Term Rental.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

**The Planning and Zoning Commission will hold a public hearing on Monday, April 11, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, May 3, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road.** Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by May 3, 2022, 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*
*Attention: Public Works Department*
*P.O. Box 380280*
*Duncanville, TX 75138-0280*

**Caso No. 2022-08** Stuart y Ruth Carlson, Solicitantes y Propietarios, están solicitando la aprobación de un Permiso de Uso Específico (SUP) para permitir el uso de Alquiler a Corto Plazo en Irwin Keasler Dev Red Bird 5, PT Lot 0006, comúnmente conocido como 822 Sherrill Boulevard, en la Cuidad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

**NOTA:** El propósito de la solicitud es permitir el uso de alquiler a corto plazo.

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 cambio de zonificación. **Su propiedad no está siendo rezonificada.**

**La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 11 de Abril 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 3 de Mayo de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road.** Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 3 de Mayo de 2022, 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:*

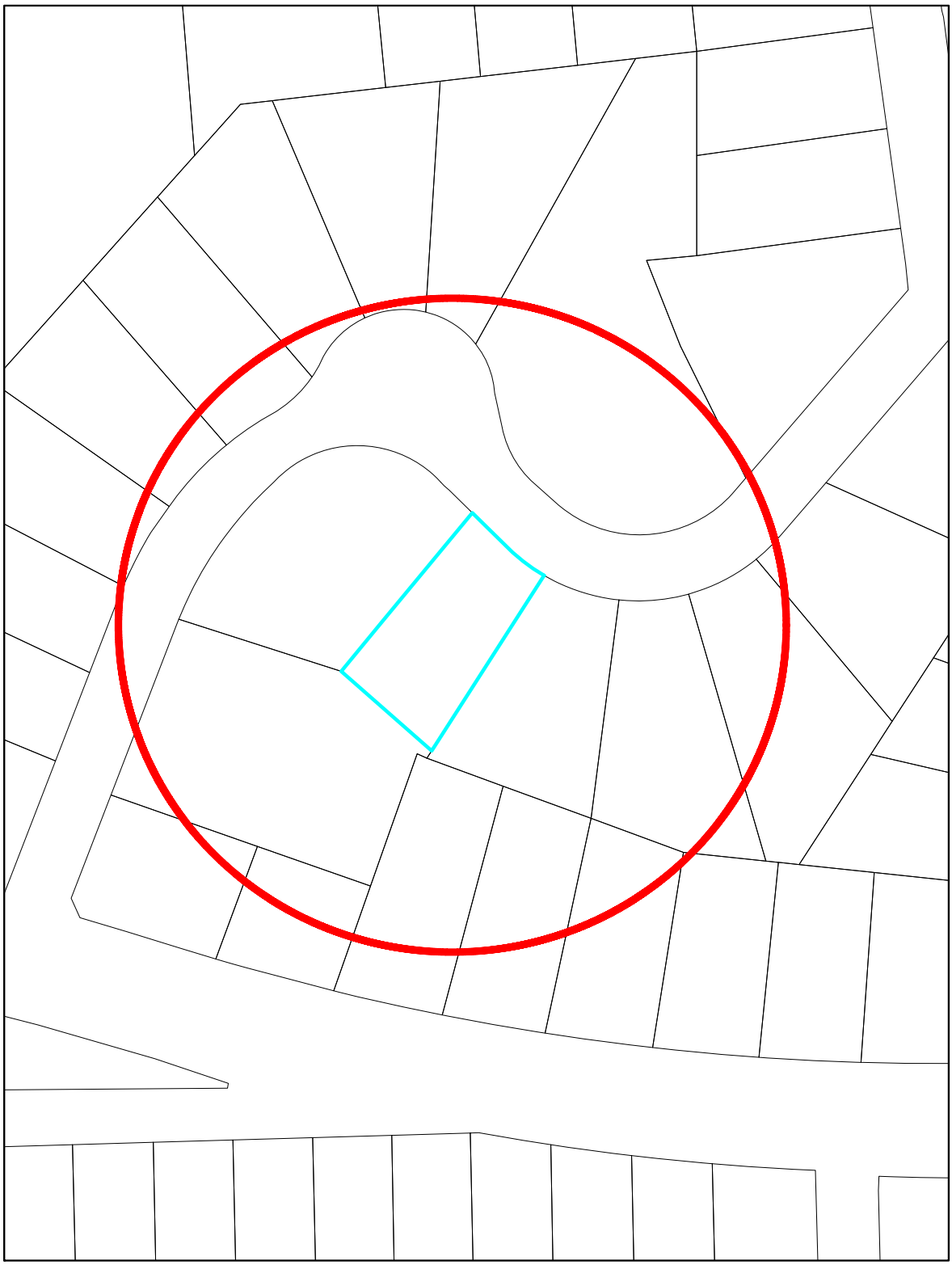
*1).*

*2).*

*3).*

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: _____



The following form may be filled out and mailed to:

*Planning and Zoning Commission*
*City of Duncanville*
*Attn: Public Works Department*
*P.O. Box 380280*
*Duncanville, TX 75138-0280*

**Case No. 2022-08** Stuart and Ruth Carlson, Applicants and Owners, are requesting approval of a Specific Use Permit (SUP) to allow for the use of Short-Term Rental on Irwin Keasler Dev Red Bird 5, PT Lot 0006, more commonly known as 822 Sherrill Boulevard, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

**NOTE:** The purpose of the request is to allow for the use of Short-Term Rental.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

**The Planning and Zoning Commission will hold a public hearing on Monday, April 11, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, May 3, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road.** Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by May 3, 2022, 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). they are good people

2). they are quiet people

3).

Printed Name: B.W. Sellers Address: 830 Sherrill

Signature: B.W. Sellers Date: 4-4-22

Sellers
830 Sherrill
Duncanville, TX 75116

NORTH TEXAS TX P&DC
DALLAS TX 750
4 APR 2022 PM 3 L

Planning & Zoning Committee
City of Duncanville
Attn Public Works Dept
P.O. Box 380280
Duncanville, TX 75138-0280

75138-028080

RECEIVED 04/11/22 L Romero

The following form may be filled out and mailed to:

*Planning and Zoning Commission*
*City of Duncanville*
*Attn: Public Works Department*
*P.O. Box 380280*
*Duncanville, TX 75138-0280*

**Case No. 2022-08** Stuart and Ruth Carlson, Applicants and Owners, are requesting approval of a Specific Use Permit (SUP) to allow for the use of Short-Term Rental on Irwin Keasler Dev Red Bird 5, PT Lot 0006, more commonly known as 822 Sherrill Boulevard, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

**NOTE:** The purpose of the request is to allow for the use of Short-Term Rental.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

**The Planning and Zoning Commission will hold a public hearing on Monday, April 11, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, May 3, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road.** Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by May 3, 2022, 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: Phil & Renee McNeely Address: 839 Sherrill Blvd.

Signature: Renee McNeely Date: 4-6-2022

Phil McNeely

McNeily
839 Sherrill Blvd.
Duncanville, Tx 75116

NORTH TEXAS TX P&DC
DALLAS TX 750
6 APR 2022 PM 3 L

City of Duncanville / Attn. Public Works Dept.
Planning & Zoning Commission
P.O. Box 380280
Duncanville, Tx 75138-0280

75138-028080

**From:** Becky Morrison
**To:** Lynette Romero
**Subject:** Short Term Rentals
**Date:** Monday, April 11, 2022 3:32:38 PM

Dear Ms. Romero and Chamber,

I am writing to tell you my story and advocate for the need for short term rentals in the form of an Air BNB. I live in Houston, Texas, but I was hired in August of 2021 to teach at Dallas Baptist University. Because my husband's job is in Houston and we own a home there, I needed something that was reasonable, in a safe neighborhood, and that had someone who would know my coming and going. Stuart and Ruth Carlson's Air BNB offered all those things to me. At a reasonable rate, I was able to have a private bedroom, access to washer/dryer, and a small kitchenette for warming up frozen meals, or meals I had purchased. I lived at 822 Sherrill for seven (7) months. Stuart and Ruth were wonderful! The home was very quiet, the other guests were very courteous and there was enough parking for each guest without encroaching on the street. It was the perfect scenario for me and my needs.

Not only did the Air BNB meet my needs, but it met the needs of several other guest during my tenure. Each person was a hard-working professional that just needed some temporary housing without being locked into a lease or paying large deposits and fees. I appreciated the hospitality of the Carlson's and their process for choosing their guests. I believe this type of arrangement meets needs that have long been ignored without any kind of reasonable, affordable solution. The Air BNB industry is a great help and I hope they will continue to be a viable option for people like me.

Thank you for your time.

Gratefully,

Becky L. Morrison, DMA
Associate Professor of Music, Music Education
Dallas Baptist University
3000 Mountain Creek Parkway
Dallas, TX 75211
[redacted]
www.dbu.edu

**From:** Noah Hughes
**To:** Lynette Romero
**Subject:** Re:
**Date:** Monday, April 11, 2022 4:25:23 PM

822 Sherrill Blvd, Duncanville, TX 75116

On Mon, Apr 11, 2022 at 4:10 PM Lynette Romero <lromero@duncanville.com> wrote:

> Thank you for your response. Could you please tell me what address this is for?
>
> Lynette Romero
> Planning Technician
>
> 203 E. Wheatland Road
> Duncanville,
> TX 75116
>
> 972-707-3878 P
> www.duncanville.com
>
> OPEN RECORDS NOTICE: In accordance with the Texas Public Information Act (Chapter 552, Texas Government Code) this email and all responses may be subject to disclosure, in part or full, as public information upon request. Please respond accordingly.
>
> **From:** Noah Hughes <[redacted]>
> **Sent:** Monday, April 11, 2022 3:06 PM
> **To:** Lynette Romero <lromero@duncanville.com>
> **Subject:**
>
> I am reaching out to provide my thoughts on the value of the AirBnB provided by Ruth and Stuart Carlson in Duncanville. The AirBnB they provide is a wonderful experience. I stayed

with them a little more than a year, and was able to meet so many wonderful people and explore a town I never knew existed. I will forever be thankful for my time with them, and the kindness they have to open their house for strangers like me.

The following form may be filled out and mailed to:

RECEIVED 04/11/2022 L. Romero

*Planning and Zoning Commission*
*City of Duncanville*
*Attn: Public Works Department*
*P.O. Box 380280*
*Duncanville, TX 75138-0280*

**Case No. 2022-08** Stuart and Ruth Carlson, Applicants and Owners, are requesting approval of a Specific Use Permit (SUP) to allow for the use of Short-Term Rental on Irwin Keasler Dev Red Bird 5, PT Lot 0006, more commonly known as 822 Sherrill Boulevard, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

**NOTE:** The purpose of the request is to allow for the use of Short-Term Rental.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

**The Planning and Zoning Commission will hold a public hearing on Monday, April 11, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, May 3, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road.** Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by May 3, 2022, 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). We run quiet Air bnb homes, These are our homes; We take care of them ourselves. We do not use a mangent company.
2). We provide a service that is in demand in this area. Duncanville benifits from this service.
3).

Printed Name: Stuart Carlson Address: 822 Sherrill Blvd

Signature: [signature] Date: 4-11-2022

Part of our learning curve was letting someone book a whole house for a "birthday party". Clean up cost us more than they paid for the weekend.

## Attachment 6

SIKES MICHAEL R &
810 SHERRILL BLVD
DUNCANVILLE, TEXAS 751162540

MORTIMER GREGORY M &
731 W CAMP WISDOM RD
DUNCANVILLE, TEXAS 751162546

PARKS PHILLIP D & JOANNE
727 W CAMP WISDOM RD
DUNCANVILLE, TEXAS 751162546

WALTON JANICE A
723 W CAMP WISDOM RD
DUNCANVILLE, TEXAS 751162546

TORRES MARIA DEL CARMEN &
719 W CAMP WISDOM RD
DUNCANVILLE, TEXAS 751162546

RUIZ ALBERT
804 SHERRILL BLVD
DUNCANVILLE, TEXAS 751162540

TORRES SANTIAGO & MARIA
838 SHERRILL BLVD
DUNCANVILLE, TEXAS 751162540

BROWN LINDA M
834 SHERRILL BLVD
DUNCANVILLE, TEXAS 751162540

SELLERS B W
830 SHERRILL BLVD
DUNCANVILLE, TEXAS 751162540

SELLERS B W
830 SHERRILL BLVD
DUNCANVILLE, TEXAS 751162540

CARLSON STUART & RUTH
822 SHERRILL BLVD
DUNCANVILLE, TEXAS 751162540

SLATON ROBERT JACK II & LISA G
818 SHERRILL BLVD
DUNCANVILLE, TEXAS 751162540

MCNEELY PHILLIP L & C RENEE
839 SHERRILL BLVD
DUNCANVILLE, TEXAS 751162539

FRIESEN MARK ET AL
739 N MERRILL AVE
DUNCANVILLE, TEXAS 751163522

ALVARADO ERICK
831 SHERRILL BLVD
DUNCANVILLE, TEXAS 751162539

MEEKER TERRY L &
827 SHERRILL BLVD
DUNCANVILLE, TEXAS 751162539

SALAZ ANA L & ERIC Z
823 SHERRILL BLVD
DUNCANVILLE, TEXAS 751162539

**ORDINANCE NO. 2434**

**AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING SF-10 SINGLE-FAMILY RESIDENTIAL DISTRICT TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR SHORT-TERM RENTAL ON REAL PROPERTY LOCATED ON IRWIN KEASLER DEV RED BIRD 5, PT LOT 0006, MORE COMMONLY KNOWN AS 822 SHERRILL BOULEVARD, 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 existing SF-10 Single-Family Residential District zoning to grant a Specific Use Permit “SUP” to allow for Short-Term Rental on real property located on Irwin Keasler Dev Red Bird 5, PT Lot 0006, more commonly known as 822 Sherrill Boulevard, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit “A”, attached hereto and made a part hereof for all purposes (the “Property”).

**SECTION 2.** That the above-described property shall be used and developed 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 heretofore amended, and subject to the following additional special conditions:

1. No additional conditions.

**SECTION 3.** That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the

same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

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

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

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

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

**DULY ORDAINED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 17th day of May, 2022.

**APPROVED:**

_____

Barry L. Gordon, Mayor

**ATTEST:**

_____

Kristin Downs, City Secretary

**APPROVED AS TO FORM:**

_____

Robert E. Hager, City Attorney

**EXHIBIT "A"**
**LEGAL DESCRIPTION**

Being all of an approximately 0.45-acre lot, tract, or parcel of land recorded as PT Lot 0006, Irwin Keasler Dev Red Bird 5, Duncanville, Dallas County, Texas, more commonly known as 822 Sherrill Boulevard.

# STAFF REPORT

**MEETING: City Council - 17 May 2022**

**TITLE:**
Conduct a Public Hearing and consider an Ordinance granting a specific use permit to allow for a Short-Term Rental on Duncanville Estates 1, Block C, Lot 4, City of Duncanville, Dallas County, Texas, more commonly known as 103 South Capri Drive.

**FY 2022 CITY COUNCIL ORGANIZATIONAL WORKPLAN:**

**Vision Statement:**

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

**Pillar:**

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

**STAFF RESPONSIBLE:**
**Jeremy Tennant, Director of Planning and Neighborhood Services**

**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 goes on to list the following policies to guide low density 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.

Staff believes this request, as it relates to compatibility with the Comprehensive Plan, is dependent on the manner in which the single-family residential structure is utilized for the purpose of a short-term

rental. If the structure is intended to be constantly rented out much the same as a hotel room, staff would not believe the request is compatible with the Comprehensive Plan. However, if the structure was intended to be lived-in by the property owner throughout the majority of the year and rented out for a select number of weekends, staff feels such a request may be viewed to be more in-line with the Comprehensive Plan.

**Project Scope**
The applicants are seeking approval to allow for the use of Short-Term Rental at the subject property. The associated structure consists of a single-family residence, approximately 2,762 square feet in size. Exterior features include existing trees, rear carport, and rear drive.

**Surrounding Land Use and Zoning**
The subject property is surrounded by existing single-family residences zoned SF-10 Single-Family Residential District.

**Zoning and Land Use**
Section 6.05. (Specific Use Permits) of the Zoning Ordinance, states the in considering an application for a SUP, 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.

**Recommendation**
Staff recommended that the Commission consider the bulleted items contained in Section 6.05 of the Zoning Ordinance and make an appropriate recommendation to City Council. The Planning and Zoning Commission recommended not to approve the request.

**POLICY EXPLANATION:**
**Notification**
Nineteen (19) notices were sent out for this public hearing. Letters will be received until Tuesday, May 17, 2022, to fulfill legal requirements for a written formal protest to City Council. The request is tentatively scheduled to proceed to the Tuesday, May 17, 2022, City Council hearing.

**FUNDING SOURCE:**

**ORG and Object Number**

N/A

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

**ACTION ALTERNATIVES:**

1. Approval of Ordinance.
2. Do not approve Ordinance.
3. Other actions as directed by Council.

**ATTACHMENTS:**

Attachment 1 - Legal Advertisement for Public Hearing
Attachment 2 - Area of Request Maps
Attachment 3 - Site Plan & Applicant Exhibits
Attachment 4 - Letter From Applicant-Property Owner
Attachment 5 - Letters to Property Owners Within 200' Buffer & Responses
Attachment 6 - List of Property Owners Within 200' Buffer
Attachment 7 - Ordinance No. - 2432 - SUP - 103 South Capri Drive

Attachment 1

Advertise 1 time - By March 30

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2022-06

A public hearing will be held before the Planning & Zoning Commission on Monday, April 11, 2022 at 7:00 p.m., and before City Council on Tuesday, May 3, 2022, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville for a Specific Use Permit to allow for the use of Short-Term Rental, on Duncanville Estates 1, Block C, Lot 4, more commonly known as 103 South Capri Drive, City of Duncanville, Dallas County, Texas.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary or to Skye Thibodeaux, Interim Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

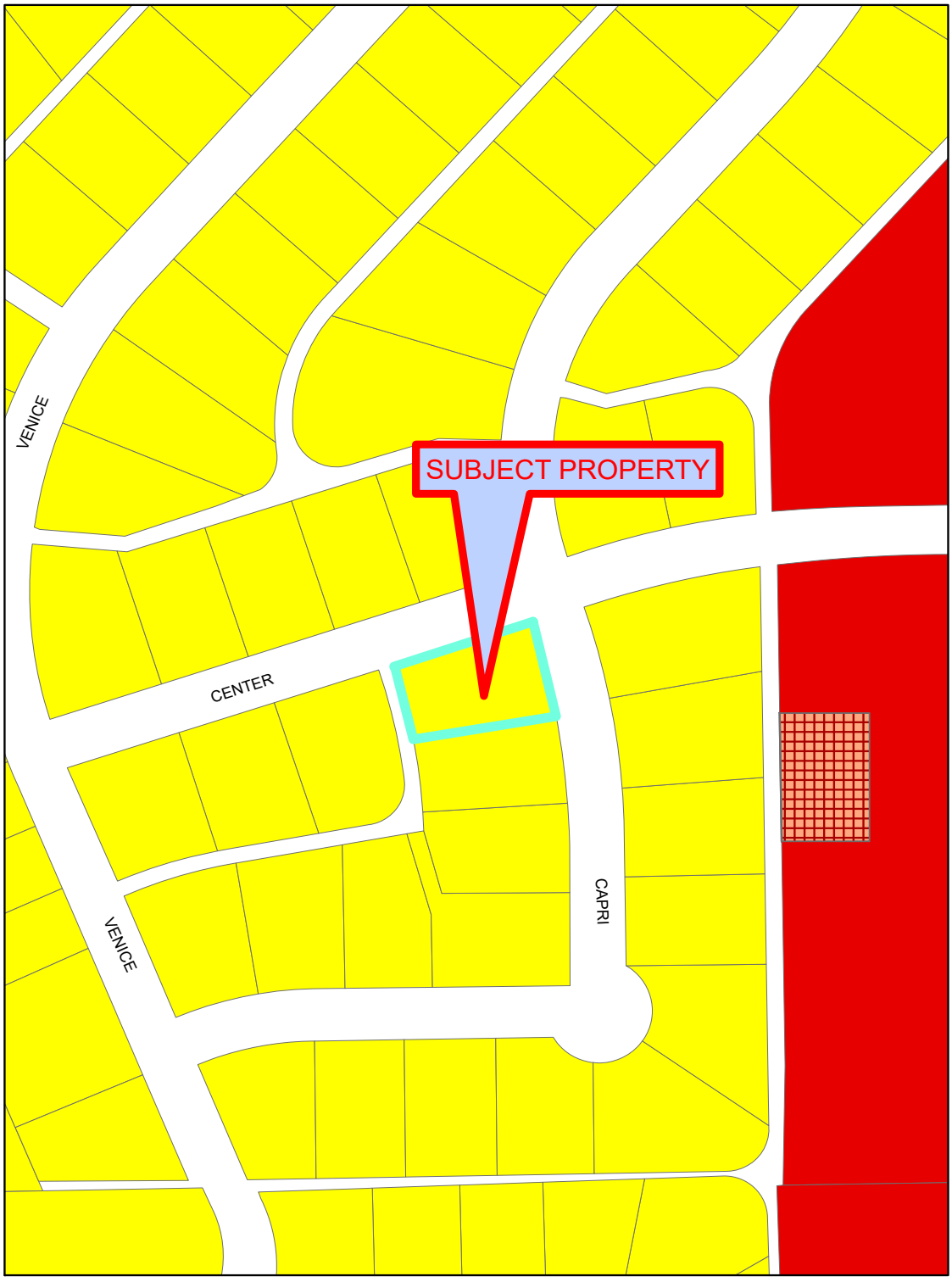
Skye Thibodeaux,
City Planner

Attachment 2

Duncanville
City of Champions

**Proposed Zoning Change**
**Aerial Location**
**103 South Capri Drive**

N
W E
S




Duncanville
City of Champions

**Zoning Case 2022-06**
**SUP Request for**
**Short-Term Rental**

N
W E
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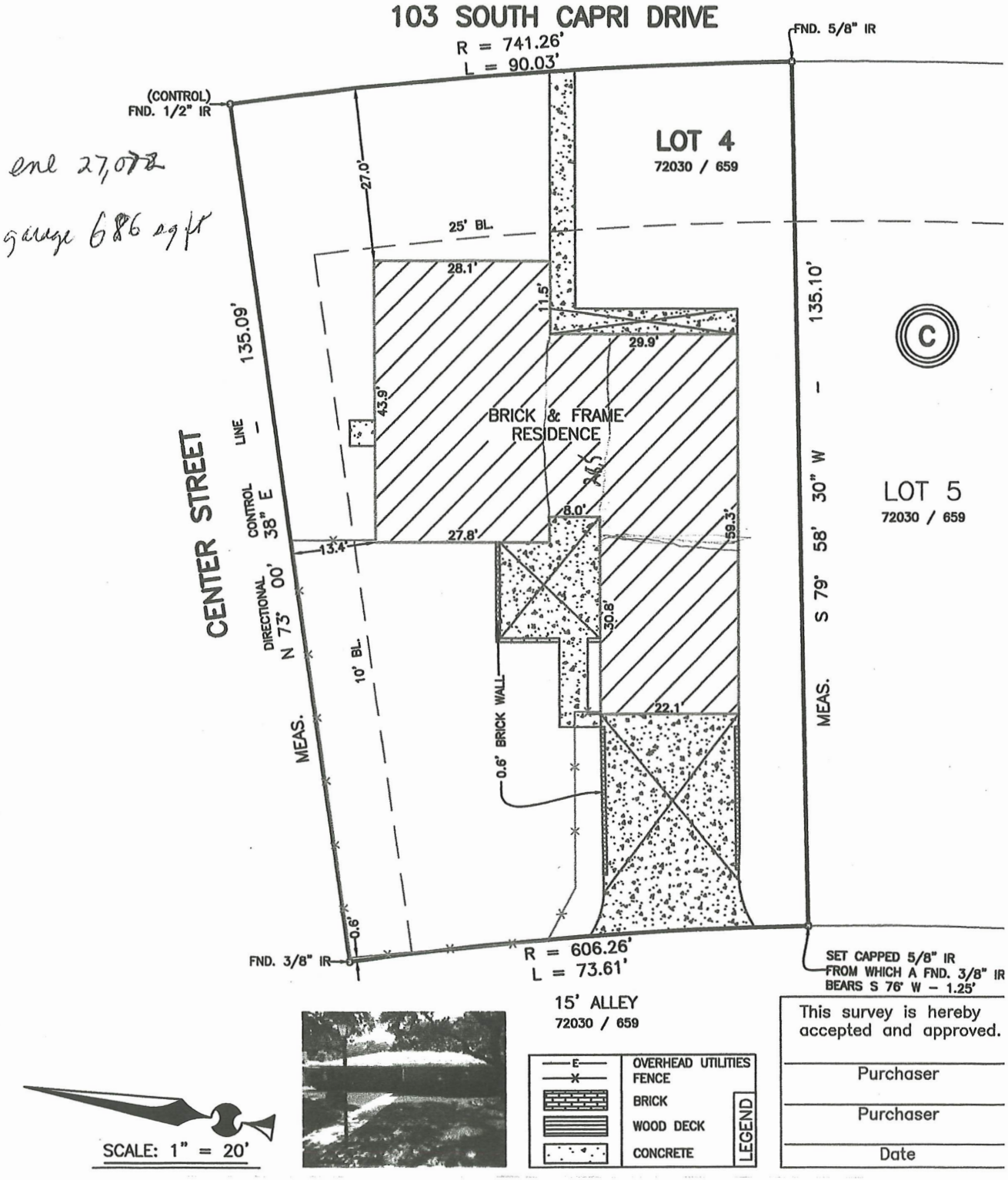
Attachment 3

Reference No: 2599Y14 G.F. No: 102001735
Title Co: PROVIDENCE TITLE COMPANY
Purchaser: CARLSON

PROPERTY DESCRIPTION

Lot 4, Block C, D'VILLE ESTATES, INSTALLMENT NO. 1, an Addition to the City of Duncanville, Dallas County, Texas, according to the plat thereof recorded in Volume 72030, Page 659, Plat Records, Dallas County, Texas.

Easement recorded in 85141/5324, DRDCT, does not affect this property.




end 27,072

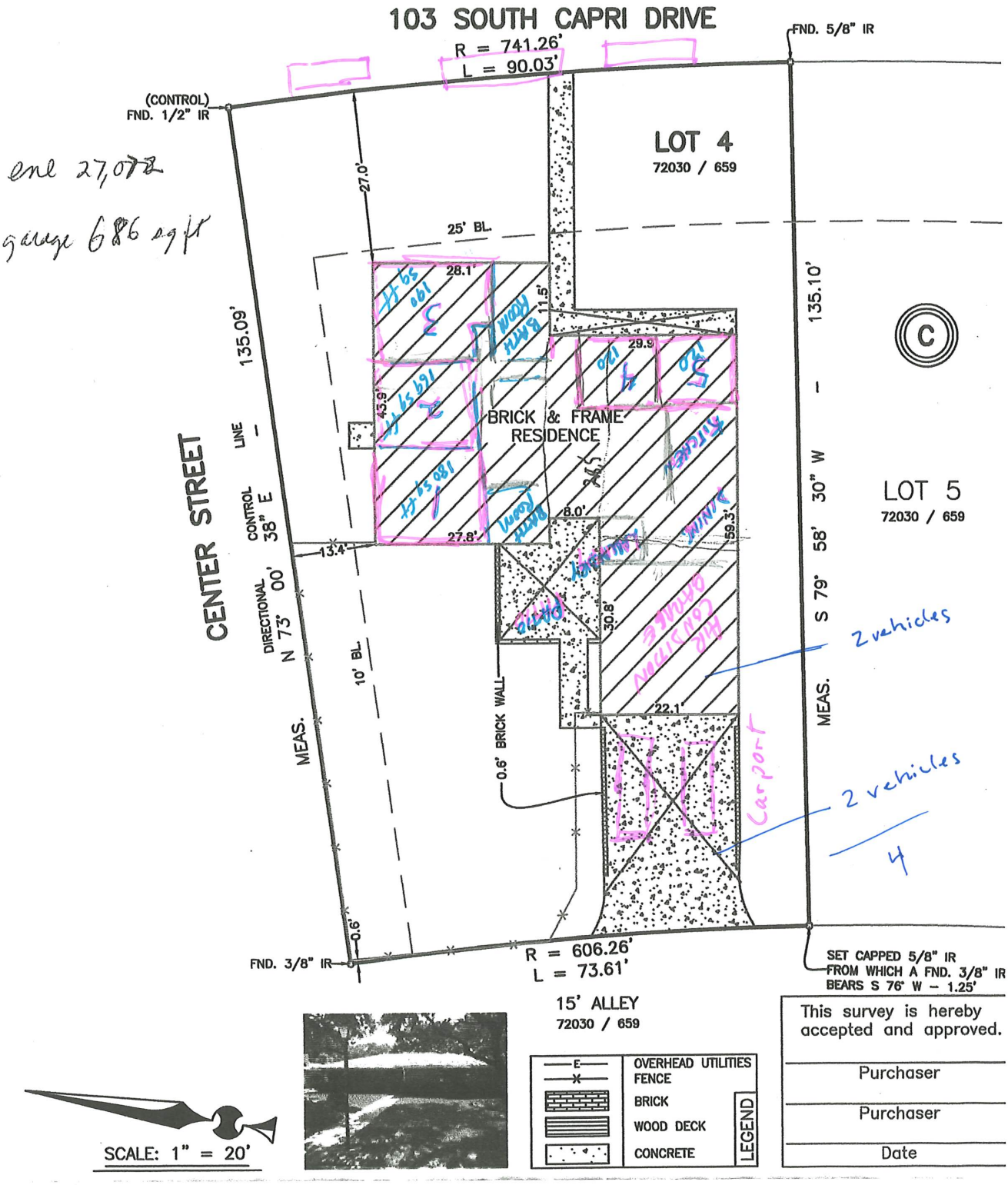
garage 686 sq ft

Reference No: 2599Y14 G.F. No: 102001735
Title Co: PROVIDENCE TITLE COMPANY
Purchaser: CARLSON

## PROPERTY DESCRIPTION

Lot 4, Block C, D'VILLE ESTATES, INSTALLMENT NO. 1, an Addition to the City of Duncanville, Dallas County, Texas, according to the plat thereof recorded in Volume 72030, Page 659, Plat Records, Dallas County, Texas.

Easement recorded in 85141/5324, DRDCT, does not affect this property.



# Attachment 4

Stuart and Ruth Carlson
822 Sherrill Blvd
Duncanville, Texas 75116
February 22, 2022

To the City of Duncanville:

We are applying for a special use permit to use our previous residence, 103 South Capri Drive, as a place to welcome people to our city - people such as traveling nurses, students, and other folks who need a transitional place to stay until they get their feet under them. Most of our guests stay with us for more than a full month, but our most common time period to host a guest is from 3 to 6 months.

There are times, however, when a guest is just traveling through town and needs a place for a night or two; or perhaps a mother has come to town to visit her son who is attending college. While we do not seek to have short term guests, we do try to accommodate them if the need arises. Last year we hosted short term guests in this home about 1% of the time, and this is why we are applying for a short term rental permit.

We love sharing our home with our guests! Our setup is reminiscent of a tiny 5-room hotel, but much better. Each guest has the privacy and security afforded by a keyed door to their bedroom; but they have access to and use of all the common areas: the living room, kitchen, dining room, bathrooms, laundry room, patio, and front and back yards. Some of our guests work night shifts, others during the day, some work from home, and others work on site. Some of our guests have been able to save enough money while living in our home to buy their own homes here in Duncanville. We often stop in to have a cup of coffee with a guest or to attend to maintenance and cleaning of the house and yard. Many enduring relationships have been created, and a good number of our guests have become part of our family.

We believe we are bringing much richness to Duncanville: good people are able to work at Charlton Methodist and other businesses; shopping and use of Uber, Lyft, and UberEats is increased, giving more of our citizens opportunities to make money serving our guests; and because of the welcome and care our guests receive, a positive image of this city is being fostered.

This cozy home is not a party home. Although many of our guests come to us through the Airbnb platform, none of our guests have ever come to vacation and party, but rather to work and/or study. Funny enough, if one of the guests attempted to throw a party (which is against the rules), the other guests would object and report the person to me. What a serendipity that our system is self-monitoring! Our home is quiet, very organized, clean, and safe, and we have had no complaints.

Thank you for your care for Duncanville. We understand how important it is to make sure that neighborhoods remain peaceful, clean, and safe, and we assure you that we are doing our part to create a great atmosphere in Duncanville.

Sincerely,

Stuart and Ruth Carlson

Attachment 5

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) lromero@duncanville.com

March 30, 2022

Zoning File: 2022-07

Dear Property Owner:

Stuart and Ruth Carlson, Applicants, representing Lydia W. Carlson, Owner, are requesting approval of a Specific Use Permit to allow for the use of Short-Term Rental on River Oaks, Block K, Lot 5, more commonly known as 350 Linklea Drive, in the City of Duncanville, Dallas County, Texas.

***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 rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

**The Planning and Zoning Commission will hold a public hearing on Monday, April 11, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, May 3, 2022, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road.** Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by May 3, 2022, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email lromero@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux
Secretary, Planning and Zoning Commission

Enclosures

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878; (f) 972-780-6426
(e) lromero@duncanville.com

Marzo 30, 2022

Archivo de zonificación: 2022-07

Estimado propietario:

Stuart y Ruth Carlson, solicitantes, representando Lydia W. Carlson, propietaria, están solicitando la aprobación de un Permiso de Uso Específico para permitir el uso de Alquileres a Corto Plazo en River Oaks, Block K, Lot 5, más comúnmente conocido como 350 Linklea Drive, en la ciudad de Duncanville, condado de Dallas, Texas.

***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 rezonificación para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está rezonificando.

**La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 11 de Abril de 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 3 de Mayo de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road.** Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto. Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 3 de Mayo de 2022, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretario de la Ciudad o a Skye Thibodeaux, Secretario de la Comisión de Planificación y Zonificación, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico lromero@duncanville.com indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Sinceramente

Skye Thibodeaux
Secretario de la Comisión de Planificación y Zonificación

Recintos

The following form may be filled out and mailed to:

*Planning and Zoning Commission*
*City of Duncanville*
*Attn: Public Works Department*
*P.O. Box 380280*
*Duncanville, TX 75138-0280*

**Case No. 2022-07** Stuart and Ruth Carlson, Applicants, representing Lydia W Carson, Owner, are requesting approval of a Specific Use Permit (SUP) to allow for the use of Short-Term Rental on River Oaks, Block K, Lot 5, more commonly known as 350 Linklea Drive, in the City of Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

**NOTE:** The purpose of the request is to allow for the use of Short-Term Rental.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

**The Planning and Zoning Commission will hold a public hearing on Monday, April 11, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, May 3, 2022, at 7:00 p.m., both at the City of Duncanville Council Chambers, 203 E. Wheatland Road.** Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by May 3, 2022, 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*
*Attention: Public Works Department*
*P.O. Box 380280*
*Duncanville, TX 75138-0280*

**Caso No. 2022-07** Stuart y Ruth Carlson, Solicitantes, representando Lydia W. Carlson, Propietaria, están solicitando la aprobación de un Permiso de Uso Específico (SUP) para permitir el uso de Alquiler a Corto Plazo en River Oaks, Block K, Lot 5, comúnmente conocido como 822 Sherrill Boulevard, en la Cuidad de Duncanville, condado de Dallas, Texas. Esta es la primera de dos audiencias públicas que se han programado para recibir más información sobre el cambio de zonificación solicitado.

**NOTA:** El propósito de la solicitud es permitir el uso de alquiler a corto plazo.

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 cambio de zonificación. **Su propiedad no está siendo rezonificada.**

**La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 11 de Abril 2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 3 de Mayo de 2022, a las 7:00 p.m., ambas en las Cámaras del Consejo de la Ciudad de Duncanville, 203 E. Wheatland Road.** Las audiencias públicas se llevan a cabo para permitir a las personas interesadas la oportunidad de expresar su opinión directamente a la Comisión de Planificación y Zonificación, ya sea a favor o en contra del cambio de zonificación propuesto.

Sin embargo, si se opone al cambio de zonificación, la encuesta adjunta debe completarse y devolverse antes del 3 de Mayo de 2022, 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:*

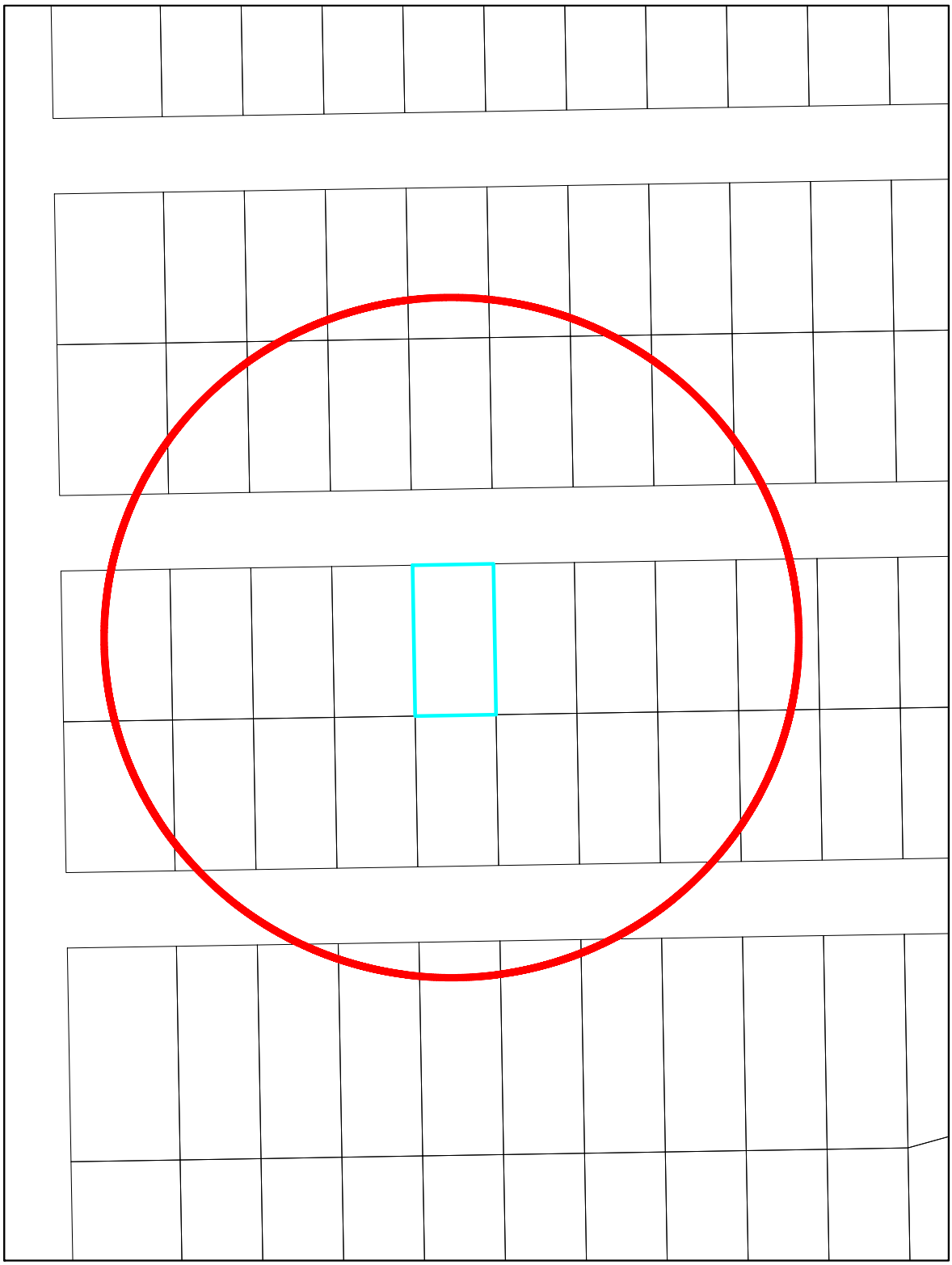
*1).*

*2).*

*3).*

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: _____



## Attachment 6

RAMIREZ OCTAVIO &
915 W CENTER ST
DUNCANVILLE, TEXAS 75116

RODRIGUEZ ESPERANZA & JOSE DEJ
243 HAMILTON ST
DUNCANVILLE, TEXAS 751164719

DAWSON VIRGINIA A
PO BOX 382475
DUNCANVILLE, TEXAS 751382475

PEREZ WILLIE & NOEMI
107 S CAPRI DR
DUNCANVILLE, TEXAS 751164311

PARKER JAMES L
910 W CENTER ST
DUNCANVILLE, TEXAS 751164316

BONILLA LUIS
106 S CAPRI DR
DUNCANVILLE, TEXAS 751164312

PUEBLA MARIA E
839 W CENTER ST
DUNCANVILLE, TEXAS 751164313

WALKER JULIAN E & VICKI L
911 W CENTER ST
DUNCANVILLE, TEXAS 751164315

BERUMEN MARTHA Y
107 N CAPRI DR
DUNCANVILLE, TEXAS 751164305

PADILLA SANTOS S JR &
115 S CAPRI DR
DUNCANVILLE, TEXAS 751164311

CARLSON RUTH G & STUART P CARLSON
103 S CAPRI DR
DUNCANVILLE, TEXAS 751164311

RILEY JAMES A
215 NAPLES DR
DUNCANVILLE, TEXAS 751164325

BOLES HERMAN R
102 S CAPRI DR
DUNCANVILLE, TEXAS 751164312

KHALEEL RASHEED
907 W CENTER ST
DUNCANVILLE, TEXAS 751164315

HOFFMAN BARBARA
135 S CAPRI DR
DUNCANVILLE, TEXAS 751164311

WARNER DAVID & SHERON
111 S CAPRI DR
DUNCANVILLE, TEXAS 751164311

MILLER MICHAEL & MAISIE O
906 W CENTER ST
DUNCANVILLE, TEXAS 751164316

NANCE DOROTHY
2224 WORTHINGTON GREENS DR
SUN CITY CENTER, FLORIDA 335738045

FLORES RIGOBERTO &
835 W CENTER ST
DUNCANVILLE, TEXAS 751164313

**ORDINANCE NO. 2432**

**AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING SF-10 SINGLE-FAMILY RESIDENTIAL DISTRICT TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR SHORT-TERM RENTAL ON REAL PROPERTY LOCATED ON DUNCANVILLE ESTATES 1, BLOCK C, LOT 4, MORE COMMONLY KNOWN AS 103 SOUTH CAPRI DRIVE., 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 ORDIANED 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 existing SF-10 Single-Family Residential District zoning to grant a Specific Use Permit “SUP” to allow for Short-Term Rental on real property located on Duncanville Estates 1, Block C, Lot 4, more commonly known as 103 South Capri Drive., in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit “A”, attached hereto and made a part hereof for all purposes (the “Property”).

**SECTION 2.** That the above-described property shall be used and developed 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 heretofore amended, and subject to the following additional special conditions:

1. No additional conditions.

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

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

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

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

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

**DULY ORDIANED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 17th day of May, 2022.

**APPROVED:**

_____

Barry L. Gordon, Mayor

**ATTEST:**

_____

Kristin Downs, City Secretary

**APPROVED AS TO FORM:**

_____

Robert E. Hager, City Attorney

**Exhibit "A"**
**Legal Description**

Being all of an approximately 0.25-acre lot, tract, or parcel of land recorded as Block C, Lot 4, Duncanville Estates, City of Duncanville, Dallas County, Texas, more commonly known as 103 South Capri Drive.

# STAFF REPORT

**MEETING: City Council - 17 May 2022**

**TITLE:**
Consider an Ordinance amending Chapter 9A 'Flood Damage Prevention', Article V 'Provisions for Flood Hazard Reduction', Section 9A-41 'General Standards' by amending Subsection (4); Section 9A-42 'Specific Standards' by amending Subsection (4) Manufactured Homes, C (I), and Subsection (5) 'Recreation Vehicles'; Section 9A-44 'Standards for Areas of Shallow Flooding (AO/AH Zones)' by amending Section (1); To Provide Prerequisites for Community Rating System Flood Insurance Program updated by FEMA; proving a penalty clause; and providing severability, effective date, and open meetings clauses.

**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:**
**Jacqueline R. Culton, P.E., Director of Public Works (Interim)**

**BACKGROUND/HISTORY:**
The City of Duncanville participates in the National Flood Insurance Program (NFIP). The NFIP makes federally backed flood insurance available to residents and business owners to purchase to insure against flood loss. To participate in the NFIP, the City must adopt and enforce floodplain management ordinances that meet or exceed the minimum requirements as set by the Federal Emergency Management Agency (FEMA).

To go above and beyond the minimum requirements set forth by the NFIP, the City of Duncanville also participates in the Community Rating System (CRS). The CRS is a voluntary national program developed by the Federal Emergency Management Agency (FEMA), which recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. Under the CRS, flood insurance premiums for a community's residents and businesses are discounted based on the community's actions to reduce the likelihood of flood damage. As of October 1, 2017, the City of Duncanville has a CRS ranking of 8, which qualifies residents for a 10% reduction in flood insurance premiums for properties in a Special Flood Hazard Area (SFHA).

In mid-2022, the City of Duncanville is scheduled for a CRS Cycle Verification by FEMA. FEMA has updated its Class 8 freeboard requirements for the CRS flood insurance program since the last verification. This update requires adoption and enforcement of at least a 1-foot freeboard requirement (including machinery and equipment) for all residential buildings constructed, substantially improved, and/or reconstructed due to substantial damage, throughout its SFHA where base flood elevations have been determined on the Flood Insurance Rate Map (FIRM) or in the Flood Insurance Study (FIS), except those areas that receive open space credit under Activity 420 (Open Space Preservation).

Chapter 9A of the Duncanville Code of Ordinances is intended to prevent loss of life and property, reduce taxpayer costs for disaster relief, and minimize economic and social hardships that result from flooding. Chapter 9A is proposed for amendment to incorporate the changes referenced above.

**POLICY EXPLANATION:**
City Council approval is required to amend the Code of Ordinances.

**FUNDING SOURCE:**

**ORG and Object Number**
NA

| **Available Budget** | **Purchase Amount** | **After Encumber** |
|---|---|---|
| NA | NA | NA |

**ACTION ALTERNATIVES:**
1. Approved amendments to Chapter 9A "Flood Damage Prevention"
2. Other actions as directed by Council.

**ATTACHMENTS:**
Attachment 1 - Ordinance No. - 2018R - Consider an Ordinance amending sections of Chapter 9A 'Flood Damage Prevention'

**ORDINANCE NO. 2018R**

**AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9A 'FLOOD DAMAGE PREVENTION', ARTICLE V 'PROVISIONS FOR FLOOD HAZARD REDUCTION', SECTION 9A-41 'GENERAL STANDARDS' BY AMENDING SUBSECTION 4; SECTION 9A-42 'SPECIFIC STANDARDS' BY AMENDING SUBSECTION (4) MANUFACTURED HOMES, C (I) AND SUBSECTION (5) 'RECREATION VEHICLES'; SECTION 9A-44 'STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)' BY AMENDING SECTION (1)"; TO PROVIDE PREREQUISITES FOR COMMUNITY RATING SYSTEM FLOOD INSURANCE PROGRAM UPDATED BY FEMA; PROVIDING A PENALTY CLAUSE; AND PROVIDING SEVERABILITY, EFFECTIVE DATE, AND OPEN MEETINGS CLAUSES.**

**WHEREAS,** the City of Duncanville, Texas (the "City") is required and desires to amend its flood ordinance to meet the new Class 8 freeboard prerequisites for the Community Rating System flood insurance program updated by FEMA; and

**WHEREAS,** the City Council finds that it is necessary to amend the current provisions for flood hazard reduction of the City of Duncanville.

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

**SECTION 1.** That the City Council of the City of Duncanville, Texas hereby approved and amends the Code of Ordinances, Chapter 9A "Flood Damage Prevention", Article V 'Provisions for Flood Hazard Reduction", Section 9A-41 'General Standards', subsection (4), to hereinafter read as follows:

**"CHAPTER 9A - FLOOD DAMAGE PREVENTION**

**ARTICLE 1. STATUTORY AUTHORIZATION . . . . .**

**. . . . .**

**ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION**

**Sec. 9A-41. – General standards**.

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

(1) All new construction . . . . .

. . . . .

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located one foot above the base flood elevation so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) . . . . ."

**SECTION 2.** That the City Council of the City of Duncanville, Texas hereby approved and amends the Code of Ordinances, Chapter 9A "Flood Damage Prevention", Article V 'Provisions for Flood Hazard Reduction", Section 9A-42 'Specific Standards', subsection (4) c (i), to hereinafter read as follows:

**"CHAPTER 9A - FLOOD DAMAGE PREVENTION**

**ARTICLE 1. STATUTORY AUTHORIZATION . . . . .**

**. . . . .**

**ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION**

**Sec. 9A-41. . . . .**

**Sec. 9A-42. – Specific standards**.

In all areas of special flood hazards, where base flood elevation data have been provided as set forth in sections 9A-17, 9A-32(8) or 9A-43(c), compliance with the following provisions is required:

(1) *Residential construction*. . . . . .

. . . . .

(4) *Manufactured homes*.

a. All manufactured . . .. .

. . . . .

c. All manufactured homes placed or substantially improved on sites in an existing manufactured home park or subdivision within zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (4) shall be elevated so that:

i. The lowest floor of the manufactured home is at least two feet above the base flood elevation; and

ii. . . . .

(5) *Recreation vehicles.* . . . . .”

**SECTION 3.** That the City Council of the City of Duncanville, Texas hereby approved and amends the Code of Ordinances, Chapter 9A “Flood Damage Prevention”, Article V ‘Provisions for Flood Hazard Reduction”, Section 9A-44 ‘Standards for areas of shallow flooding (AO/AH zones)’, subsection (1), to hereinafter read as follows:

**“ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION**

**Sec. 9A-44. – Standards for areas of shallow flooding (AO/AH zones).**

Located within the areas of special flood hazard established in section 9A-17 are areas designated as shallow flooding. . . . . .

(1) All new construction and substantial improvements of residential structures shall have the lowest floor (including basement) elevated one foot above the base flood elevation or the highest adjacent grade, at least one foot higher than the depth number specified in feet on the community's FIRM (at least three feet if no depth number is specified).

(2) . . . . .”

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

**SECTION 5.** *Severability.* If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 6.** *Conflict of Ordinances*. That all provisions of the Ordinances of the City of Duncanville, Texas, conflicting with the provisions of this Ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 7**. *Savings Clause.* All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting dangerous and substandard buildings within the City which are pending or have accrued at the time of the effective date of

this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

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

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

**DULY ORDAINED AND ADOPTED** by the City Council of the City of Duncanville, Texas, on the 17th day of May, 2022.

**APPROVED:**

_____

Barry L. Gordon, Mayor

**ATTEST:**

_____

Kristin Downs, City Secretary

**APPROVED AS TO FORM:**

_____

Robert E. Hager, City Attorney

# STAFF REPORT

**MEETING: City Council - 17 May 2022**

**TITLE:**
Receive the Monthly Financial Report as of March 31, 2022.

**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:**
**Edena J. Atmore, Managing Director, Fiscal Services**

**BACKGROUND/HISTORY:**
The Financial Report is presented to provide actual revenues and expenditures compared to the budget. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds.

**POLICY EXPLANATION:**
City Council expects to receive monthly reports on the City's financial condition. March is the last month in the second quarter of fiscal year 2021-2022. Revenues and expenditures are expected to approximate a budgeted target of 50% for the period ending March 31, 2022. See the attached Monthly Financial Report as of March, for further details on the City's budget and actual revenues and expenditures for all funds.

Fiscal Services has also included the Certified Monthly Property Tax Certification Report and the monthly Sales Tax allocation worksheet for your review on pages 11 and 13 of the Duncanville financial 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:**
Attachment 1 - Monthly Financial Report -MAR 2022-Complete

# CITY OF DUNCANVILLE
# MONTHLY FINANCIAL REPORT

## Fiscal Year 2021-2022
YEAR-TO-DATE OPERATIONS

## AS OF MARCH 31, 2022

OCTOBER 1, 2021 TO MARCH 31, 2022

*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
**5/5/2022**

## MEMORANDUM

**TO:** Aretha Ferrell-Benavides
City Manager

Robert Brown, Jr.
Assistant City Manager

**FROM:** Edena J. Atmore
Managing Director, Financial Services

**DATE:** May 5, 2022

**RE:** March 2022, Monthly Financial Report for the City of Duncanville, Texas

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures through March 31, 2022, compared to the budgetary numbers for the fiscal year 2021-22. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and the Fieldhouse funds. General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included for your review. 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 month of the second quarter of fiscal year (FY) 2021- 2022. We expect to collect and spend about 50% of the budgeted revenues and expenditures. Below are highlights of the October 2021 through March 2022 governmental financial statements.

**General Fund:**
General Fund's unaudited ending fund balance for actuals is approximately $24.1 million to date, which provides an expenditure coverage for 573 days of operations as of March 2022. The fiscal year for General Fund began with approximately $15.3 million in fund balance before the external audit was completed. This beginning fund balance will be continually adjusted as the auditors complete their FY 2021 external audit report by April 2022.

- Overall, collected General Fund revenues and transfers currently are at 70.7% of the targeted budget of 50%. This variance is well above the targeted percentage of revenues expected to be collected in FY 2022.
  - Current property tax payments are at 97.9% of the budget. Dallas County has collected the majority of property tax revenues, and for the next several months, we will see incremental receipts that will increase our collections rate to 98-99.5% for FY 2022. A certified copy of the Property Tax Collection Report is attached on page 12 of this report for your review.
  - Overall, sales tax revenues for this period are .60% less than the budgeted amount for the same time last year. The data reflects three months of revenue (January sales tax is received in March for FY 2022). A breakdown of the sales tax allocations to city funds is attached for your review on page 14 of this report.

- Franchise fee revenues are received quarterly in arrears. Payments due to the City for the second quarter of the FY will be remitted to cities in the third quarter. Franchise revenues consist of gas, electric, telephone, and cable television right-of-way fees collected from providers with city agreements to operate in the City of Duncanville.
- Building permit revenues are at 45.0% of the annual budgeted amount, which is 22.7% less than collections from the prior fiscal year. This is an indication of a slowdown in housing permits and development.
- We have collected 4.5% more for Charges for Services revenues than at this same time last year. This source is mainly comprised of recreational and event fees. This trend can indicate that more citizens are becoming active in the community as we recover from the pandemic.
- In addition, attached is a detailed review of General Fund revenues by category.

- General Fund's total operating and project expenditures are 41.8% of the budget.
  - To date, most operating expenditure categories are less than the expenditure target of 50% for the current fiscal year.
  - Transfers to Other Funds have been accelerated to match purchase requirements by other funds, such as fleet replacements or capital projects.
  - In addition, attached is a detailed overview of the General Fund expenditures by department and division.
  - Transfers to other funds include over $2.7 million of excess Fund Balance for one-time projects per adopted budget.

**Utility Funds**:
The **Utility Operating Fund's** unaudited ending fund balance is $13.7 million, which provides an expenditure coverage for 677 days of operations as of March 2022. However, the budgeted expense amount is expected to expend over $2.2 million of fund balance in FY 2022.

- Total utility revenues are at 40.6% of the budget. In addition, water and sewer utility revenues reflect about the same amount of collected revenues as the same time last year.
  - Total expenditures are at 36.5% of the budget. This amount includes payments to Dallas Water Utilities (water services) and Trinity River Authority (wastewater services).
  - Expenditures also include a transfer out to the General Fund for the cost of administrative activities performed by General Fund staff such as accounting, city management, information technology, human resources, etc.
  - Transfers also include $5 million in monthly installments to the Utility CIP fund for utility capital improvement projects.
  - The **Utility CIP Fund** is budgeted to expend over $3.3 million over revenues in this current fiscal year. The CIP program for utility infrastructure is being restructured to affordable levels for this current year. The Utility has already engaged a consultant to perform a water rate study that will incorporate the required improvements for a reliable water and sewer infrastructure within the City.

**Other Funds:**

- The Economic Development Fund's unaudited ending fund balance is $4.4 million.
- **Fieldhouse** operating revenues are 55.2% of the budgeted amount compared to 59.3% last year. Operating expenditures represent 55.5% of the period's budgeted target of 50% for this current fiscal year.
- A financial update on all Special Revenue, Debt Service, Capital/Replacement, and minor Enterprise funds of the City is included for your review starting on page 23 of this report.
- The American Rescue and Recovery Act funds of $4.5 million are included in Fund 758 in the Special Revenue Funds report. Plans for spending over $3 million of the funding in compliance

with Federal guidelines have been approved by City Council. To date, the City has expended $588,175 of the American Rescue funds.

Respectfully Submitted,

*Financial Services Staff*

CITY OF DUNCANVILLE

# GENERAL FUND-001 AS OF MARCH 31, 2022

| REVENUES and EXPENDITURES | BUDGET | 2022 YTD ACTUALS | AVAILABLE BUDGET AMOUNT | % OF BUDGET USED YTD | 2021 FY TD ACTUALS | % OF BUDGET PYTD |
|---|---|---|---|---|---|---|
| **Revenue** | | | | | | |
| 50 - PROPERTY TAXES | $18,614,836 | $18,224,546 | $390,290 | 97.9% | $18,893,248 | 105.0% |
| 51 - SALES & OTHR TAXES | $8,413,523 | $2,975,267 | $5,438,256 | 35.4% | $2,657,661 | 36.0% |
| 52 - PERMITS & LICENSES | $1,395,050 | $627,985 | $767,065 | 45.0% | $835,286 | 67.7% |
| 53 - FINES & FEES | $476,730 | $152,971 | $323,759 | 32.1% | $172,917 | 30.8% |
| 54 - INTERGOVERNMENTAL | $165,000 | $17,212 | $147,788 | 10.4% | $27,707 | 15.8% |
| 55 - INTEREST | $150,000 | $32,864 | $117,136 | 21.9% | $75,509 | 26.0% |
| 56 - FRANCHISE FEE REV | $1,710,000 | $396,752 | $1,313,248 | 23.2% | $389,750 | 22.8% |
| 57 - CHARGES FOR SERVICES | $275,000 | $108,249 | $166,751 | 39.4% | $94,464 | 35.5% |
| 58 - TRANS FROM OTHR FUND | $2,715,194 | $1,357,596 | $1,357,598 | 50.0% | $1,315,700 | 50.0% |
| 59 - OTHER SOURCES | $394,600 | $352,985 | $41,615 | 89.5% | $225,514 | 61.3% |
| **Revenue Total** | **$34,309,933** | **$24,246,427** | **$10,063,506** | **70.7%** | **$24,687,756** | **75.7%** |
| | | | | | | |
| **Expense** | | | | | | |
| 60 - SALARY AND BENEFIT | ($21,960,350) | ($10,582,839) | ($11,376,013) | 48.2% | ($9,036,574) | 41.9% |
| 72 - SUPPLIES | ($1,836,726) | ($442,874) | ($791,434) | 24.1% | ($426,439) | 26.1% |
| 73 - CONTRACT & PROF SVCS | ($7,227,633) | ($1,840,146) | ($3,473,023) | 25.5% | ($1,772,948) | 25.6% |
| 74 - MAINT & REPAIR SVCS | ($737,337) | ($287,481) | ($282,087) | 39.0% | ($394,692) | 55.0% |
| 75 - UTILITIES | ($1,049,491) | ($461,789) | ($539,159) | 44.0% | ($383,511) | 38.6% |
| 76 - CAPITAL OUTLAY | ($182,935) | ($52,918) | ($47,933) | 28.9% | ($94,393) | 62.3% |
| 77 - DEBT SERVICES | ($60,057) | ($60,129) | $72 | 100.1% | ($120,114) | 50.0% |
| 78 - TRANS TO OTHR FUNDS | ($3,460,456) | ($1,562,936) | ($1,897,520) | 45.2% | ($421,433) | 22.8% |
| 79 - OTHR EXP/FINANCE USE | ($369,132) | ($130,004) | ($234,738) | 35.2% | ($8,258) | 2.4% |
| **Expense Total** | **($36,884,115)** | **($15,421,114)** | **($18,641,835)** | **41.8%** | **($12,658,363)** | **36.8%** |
| | | | | | | |
| **Revenues Over/(Under) Exp.** | **($2,574,182)** | **$8,825,312** | **($8,578,328)** | **-342.8%** | **$12,029,394** | |
| ***BEGINNING FUND BALANCE (Unaudited)*** | **$15,362,930** | **$15,362,930** | | | | |
| **ENDING FUND BALANCE** | **$12,788,748** | **$24,188,242** | | | | |

**TRANSFERS TO OTHER FUNDS INCLUDES $2,703,103 FOR ONE-TIME PROJECTS FROM FUND BALANCE**
**SEE USE OF FUND BAL SUMMARY-FUND 41**

| FUND BALANCE RESERVE REQUIREMENT POLICY | | |
|---|---|---|
| **% of Fund Balance to Exp. Ratio** | 34.7% | 156.9% |
| **# of Days Coverage** | 127 | 573 |

CITY OF DUNCANVILLE

# GENERAL FUND REVENUE DETAILS AS OF MARCH 31, 2022

| REVENUES | 2022 FYTD ACTUALS | BUDGET | AVAILABLE BUDGET AMOUNT | % OF ANNUAL BUDGET YTD |
|---|---|---|---|---|
| **50 - PROPERTY TAXES** | | | | |
| 501101 - CURRENT TAXES | $18,105,291 | $18,324,836 | $219,545 | 98.8% |
| 501102 - DELINQUENT TAXES | $54,118 | $150,000 | $95,882 | 36.1% |
| 501103 - PENALTIES AND INTEREST | $65,137 | $140,000 | $74,863 | 46.5% |
| **50 - PROPERTY TAXES Total** | **$18,224,546** | **$18,614,836** | **$390,290** | **97.9%** |
| | | | | |
| **51 - SALES & OTHR TAXES** | | | | |
| 501201 - STATE SALES TAX CITY PORTION | $1,952,711 | $5,558,349 | $3,605,638 | 35.1% |
| 501202 - SALES TAX PROPERTY TAX RELIEF | $976,356 | $2,779,174 | $1,802,818 | 35.1% |
| 501204 - ALCOHOLIC BEVERAGE TAX | $46,200 | $76,000 | $29,800 | 60.8% |
| **51 - SALES & OTHR TAXES Total** | **$2,975,267** | **$8,413,523** | **$5,438,256** | **35.4%** |
| | | | | |
| **52 - PERMITS & LICENSES** | | | | |
| 502101 - BUILDING PERMITS | $185,710 | $275,000 | $89,290 | 67.5% |
| 502102 - ELECTRICAL PERMITS | $18,775 | $17,000 | ($1,775) | 110.4% |
| 502103 - SOLICITOR LICENSES | ($0) | $1,500 | $1,500 | 0.0% |
| 502105 - EMERGENCY MEDICAL SERVICE | $281,119 | $850,000 | $568,881 | 33.1% |
| 502106 - SIGN PERMITS | $9,750 | $15,000 | $5,250 | 65.0% |
| 502108 - HEALTH FOOD INSPECTION FEES | $28,223 | $70,000 | $41,777 | 40.3% |
| 502109 - PLUMBING AND AC PERMITS | $35,102 | $55,000 | $19,898 | 63.8% |
| 502111 - ZONING & SPEC USE PERMIT | $4,475 | $8,500 | $4,025 | 52.6% |
| 502114 - RENTAL PROPERTY REGISTRATION | $43,320 | $50,000 | $6,680 | 86.6% |
| 502120 - ALARM PERMITS | $20,711 | $50,000 | $29,289 | 41.4% |
| 502122 - POOL OR SPA INSPECTION FEE | $800 | $3,000 | $2,200 | 26.7% |
| 509607 - ANIMAL PERMITS | ($0) | $50 | $50 | 0.0% |
| **52 - PERMITS & LICENSES Total** | **$627,985** | **$1,395,050** | **$767,065** | **45.0%** |
| | | | | |
| **53 - FINES & FEES** | | | | |
| 502107 - WRECKER AND STORAGE FEES | ($0) | $3,000 | $3,000 | 0.0% |
| 502112 - EMS SVCS COST SETTLEMENT | ($0) | ($0) | ($0) | |
| 502113 - SMALL CELL/ NETWORK NODE FEES | ($0) | $500 | $500 | 0.0% |
| 503101 - MUNICIPAL COURT FINES | $116,672 | $350,000 | $233,328 | 33.3% |
| 503102 - COURT RELATED FEES | $25,690 | $110,000 | $84,310 | 23.4% |
| 503103 - SCHOOL CROSSING FEES | $1,487 | $3,000 | $1,513 | 49.6% |
| 503201 - LIBRARY FINES | $2,280 | ($0) | ($2,280) | |
| 503301 - FALSE ALARM FINES | $6,772 | $10,000 | $3,228 | 67.7% |
| 509609 - RETURN CHECK FEES | $70 | $230 | $160 | 30.4% |
| **53 - FINES & FEES Total** | **$152,971** | **$476,730** | **$323,759** | **32.1%** |
| | | | | |
| **54 - INTERGOVERNMENTAL** | | | | |
| 504102 - DISD SCHOOL CROSSING GUARDS | ($0) | $35,000 | $35,000 | 0.0% |
| 504103 - DALLAS COUNTY CROSSING GUARD | $17,212 | $40,000 | $22,788 | 43.0% |
| 504109 - REIMB FOR REG EMERG MANAGER | ($0) | $90,000 | $90,000 | 0.0% |
| **54 - INTERGOVERNMENTAL Total** | **$17,212** | **$165,000** | **$147,788** | **10.4%** |
| | | | | |
| **55 - INTEREST** | | | | |
| 505101 - INTEREST ON GOVT POOL INVEST | $851 | $10,000 | $9,149 | 8.5% |
| 505103 - CERT OF DEPOSIT INTEREST | $17,880 | $80,000 | $62,120 | 22.3% |
| 505105 - NANCE BOOK LEGACY INTEREST | ($0) | ($0) | ($0) | |
| 505106 - MONEY MARKET INTEREST | $14,133 | $60,000 | $45,867 | 23.6% |
| **55 - INTEREST Total** | **$32,864** | **$150,000** | **$117,136** | **21.9%** |

CITY OF DUNCANVILLE

# GENERAL FUND REVENUE DETAILS AS OF MARCH 31, 2022

| REVENUES | 2022 FYTD ACTUALS | BUDGET | AVAILABLE BUDGET AMOUNT | % OF ANNUAL BUDGET YTD |
|---|---|---|---|---|
| | | | | |
| **56 - FRANCHISE FEE REV** | | | | |
| 501301 - FRANCHISE FEE ELECTRIC | $241,986 | $1,150,000 | $908,014 | 21.0% |
| 501302 - FRANCHISE FEE GAS | $86,650 | $300,000 | $213,350 | 28.9% |
| 501303 - FRANCHISE FEE TELEPHONE | $23,228 | $110,000 | $86,772 | 21.1% |
| 501304 - FRANCHISE FEE CABLE TV | $44,888 | $150,000 | $105,112 | 29.9% |
| 501306 - FRANCHISE VIDEO SERV | ($0) | ($0) | ($0) | |
| **56 - FRANCHISE FEE REV Total** | **$396,752** | **$1,710,000** | **$1,313,248** | **23.2%** |
| | | | | |
| **57 - CHARGES FOR SERVICES** | | | | |
| 507102 - RECREATION FEES | $85,705 | $250,000 | $164,295 | 34.3% |
| 507104 - SENIOR CENTER ANNUAL USER FEE | $1,203 | $5,000 | $3,798 | 24.1% |
| 507106 - RECREATION CENTER CAMPS | ($0) | ($0) | ($0) | |
| 507107 - RECREATION CENTER CLASSES | $8,940 | $8,000 | ($940) | 111.7% |
| 507108 - RECREATION CENTER SPECIAL EVEN | $11,394 | $8,000 | ($3,394) | 142.4% |
| 507109 - SENIOR CLASS/TRIPS | $1,008 | $4,000 | $2,992 | 25.2% |
| **57 - CHARGES FOR SERVICES Total** | **$108,249** | **$275,000** | **$166,751** | **39.4%** |
| | | | | |
| **58 - TRANS FROM OTHR FUND** | | | | |
| 801101 - TRANSF IN GENERAL FUND | ($0) | ($0) | ($0) | |
| 801102 - TRANSF IN UTILITY FUND WATER | $906,438 | $1,812,874 | $906,436 | 50.0% |
| 801104 - TRANSF IN UTIL FUND SANITATION | $96,150 | $192,297 | $96,147 | 50.0% |
| 801108 - TRANSF IN EDC SALES TAX | $55,530 | $111,070 | $55,540 | 50.0% |
| 801110 - TRANSF IN HOTEL TAX FUND | $27,546 | $55,091 | $27,545 | 50.0% |
| 801116 - TRANSF IN-TRANS I&S FUND | ($0) | ($0) | ($0) | |
| 801141 - TRANSF IN ONE TIME PROJ FUND | ($0) | ($0) | ($0) | |
| 801150 - TRANSF IN PILOT FRANCHISE TAX | $271,932 | $543,862 | $271,930 | 50.0% |
| 801151 - TRANSF IN DEBT SERVICE | ($0) | ($0) | ($0) | |
| 801757 - TRANSF IN EMERG FUND | ($0) | ($0) | ($0) | |
| 801901 - TRANSF IN | ($0) | ($0) | ($0) | |
| **58 - TRANS FROM OTHR FUND Total** | **$1,357,596** | **$2,715,194** | **$1,357,598** | **50.0%** |
| | | | | |
| **59 - OTHER SOURCES** | | | | |
| 503202 - LIBRARY DONATIONS | ($0) | ($0) | ($0) | |
| 509101 - SALE OF FIXED ASSETS | ($0) | ($0) | ($0) | |
| 509102 - GAIN/ LOSS ON SALE FIXED ASSET | ($0) | ($0) | ($0) | |
| 509105 - SALE OF MATERIALS | $1,464 | $1,000 | ($464) | 146.4% |
| 509201 - INSURANCE RECOVERY | ($0) | ($0) | ($0) | |
| 509501 - COLLECTION OF BAD DEBTS | ($0) | $2,000 | $2,000 | 0.0% |
| 509502 - MISCELLANEOUS W/O | ($0) | $100 | $100 | 0.0% |
| 509601 - MISCELLANEOUS | $156,160 | $100,000 | ($56,160) | 156.2% |
| 509602 - CASH OVER AND SHORT | ($193) | ($0) | $193 | |
| 509603 - COPIES | $6,260 | $8,000 | $1,740 | 78.2% |
| 509604 - POLICE ACCIDENT REPORTS | $1,501 | $3,500 | $1,999 | 42.9% |
| 509605 - PAY PHONE COMMISSIONS | ($0) | ($0) | ($0) | |
| 509606 - AUCTION PROCEEDS | ($0) | $5,000 | $5,000 | 0.0% |
| 509611 - SCRAP METAL SALES | ($0) | ($0) | ($0) | |
| 509612 - CITY SERVICES REIMBURSEMENT | $28,752 | $58,000 | $29,248 | 49.6% |
| 509613 - WORKERS COMP REIMBURSEMENT | $42,042 | $20,000 | ($22,042) | 210.2% |
| 509614 - RENTAL OF TOWER | $112,747 | $194,000 | $81,253 | 58.1% |
| 509617 - LEASE INCOME | ($0) | ($0) | ($0) | |

CITY OF DUNCANVILLE

# GENERAL FUND REVENUE DETAILS AS OF MARCH 31, 2022

| REVENUES | 2022 FYTD ACTUALS | BUDGET | AVAILABLE BUDGET AMOUNT | % OF ANNUAL BUDGET YTD |
|---|---|---|---|---|
| 509618 - GAS WELL OIL REVENUE | $4,252 | $3,000 | ($1,252) | 141.7% |
| 516200 - OTHER CONTRIBUTIONS | ($0) | ($0) | ($0) | |
| 518100 - STREET MAINTENANCE FEE | ($0) | ($0) | ($0) | |
| **59 - OTHER SOURCES Total** | **$352,985** | **$394,600** | **$41,615** | **89.5%** |
| | | | | |
| **Total Revenues** | **$24,246,427** | **$34,309,933** | **$10,063,506** | **70.7%** |

CITY OF DUNCANVILLE

# GENERAL FUND EXPENDITURES BY DEPT/DIV- MARCH 31, 2022

| OPERATING EXPENDITURES | 2022 FYTD ACTUALS | BUDGET | AVAILABLE BUDGET AMOUNT | % OF ANNUAL BUDGET YTD |
|---|---|---|---|---|
| **0101 - GENERAL GOVERNMENT** | | | | |
| 01011000 - MAYOR AND COUNCIL | ($88,760) | ($142,524) | ($41,035) | 62.3% |
| 01011100 - CITY ADMINISTRATION | ($356,159) | ($673,594) | ($316,270) | 52.9% |
| 01011200 - CITY SECRETARY | ($118,934) | ($313,234) | ($192,475) | 38.0% |
| 01011300 - HUMAN RESOURCES | ($168,156) | ($401,190) | ($232,096) | 41.9% |
| 01011400 - INFO TECHNOLOGY | ($425,756) | ($955,500) | ($376,606) | 44.6% |
| 01011500 - PUBLIC INFORMATION OFFICE | ($93,107) | ($166,055) | ($66,017) | 56.1% |
| 01011600 - PUBLIC LIBRARY | ($455,222) | ($949,790) | ($448,989) | 47.9% |
| **0101 - GENERAL GOVERNMENT Total** | **($1,706,093)** | **($3,601,888)** | **($1,673,489)** | **47.4%** |
| | | | | |
| **0102 - FISCAL SERVICES** | | | | |
| 01022000 - ACCOUNTING & REPORTING | ($311,383) | ($596,639) | ($195,786) | 52.2% |
| 01022300 - MUNICIPAL COURT | ($192,692) | ($478,658) | ($182,627) | 40.3% |
| 01022500 - PROCUREMENT OFFICE | ($77,063) | ($143,878) | ($66,373) | 53.6% |
| 01022700 - CITY MARSHAL | ($41,925) | ($96,088) | ($53,426) | 43.6% |
| **0102 - FISCAL SERVICES Total** | **($623,063)** | **($1,315,263)** | **($498,212)** | **47.4%** |
| | | | | |
| **0104 - PARK AND RECREATION** | | | | |
| 01044000 - PARK & REC ADMINISTRATION | ($140,321) | ($265,878) | ($124,644) | 52.8% |
| 01044100 - REC PROGRAM ADMIN | ($175,510) | ($399,011) | ($220,369) | 44.0% |
| 01044101 - REC PROGRAM CLASSES | ($1,969) | ($5,682) | ($3,713) | 34.6% |
| 01044102 - REC PROGRAM CAMPS | ($0) | ($0) | ($0) | |
| 01044200 - SPECIAL EVENTS ADMIN | ($57,917) | ($222,463) | ($132,316) | 26.0% |
| 01044300 - ATHLETIC PROGRAMMING | ($157,971) | ($393,142) | ($196,458) | 40.2% |
| 01044500 - HORTICULTURE | ($71,365) | ($179,926) | ($105,561) | 39.7% |
| 01044600 - PARK GROUNDS MAINTENANCE | ($393,084) | ($1,448,375) | ($877,105) | 27.1% |
| 01044800 - BUILDING MAINTENANCE | ($369,788) | ($897,750) | ($453,751) | 41.2% |
| 01044900 - SENIOR CENTER | ($85,605) | ($200,760) | ($113,424) | 42.6% |
| 01044901 - SENIOR CENTER CLASSES | ($738) | ($4,600) | ($3,862) | 16.0% |
| 01044911 - SENIOR CENTER TRIPS | ($0) | ($600) | ($600) | 0.0% |
| **0104 - PARK AND RECREATION Total** | **($1,454,267)** | **($4,018,187)** | **($2,231,802)** | **36.2%** |
| | | | | |
| **0105 - POLICE** | | | | |
| 01055000 - POLICE ADMINISTRATION | ($673,651) | ($1,970,056) | ($290,170) | 34.2% |
| 01055100 - PATROL | ($2,339,286) | ($5,027,401) | ($2,630,753) | 46.5% |
| 01055200 - CRIMINAL INVESTIGATION | ($782,972) | ($1,541,763) | ($745,606) | 50.8% |
| 01055300 - ANIMAL CONTROL | ($243,259) | ($490,157) | ($74,673) | 49.6% |
| 01055400 - SCHOOL GUARDS | ($44,712) | ($85,233) | ($40,520) | 52.5% |
| 01055500 - CRIME PREVENTION | ($74,986) | ($156,189) | ($79,001) | 48.0% |
| 01055700 - RECORDS | ($138,204) | ($348,265) | ($205,196) | 39.7% |
| 01055800 - DETENTION SERVICES | ($0) | ($0) | ($0) | |
| 01055900 - POLICE SPECIAL SERVICES | ($209,468) | ($562,294) | ($351,344) | 37.3% |
| **0105 - POLICE Total** | **($4,506,539)** | **($10,181,357)** | **($4,417,263)** | **44.3%** |
| | | | | |
| **0106 - PUBLIC WORKS** | | | | |
| 01066000 - ENGINEERING | ($185,270) | ($391,722) | ($199,479) | 47.3% |
| 01066100 - BUILDING INSPECTION | ($252,704) | ($536,261) | ($276,782) | 47.1% |
| 01066200 - STREET MAINTENANCE | ($710,423) | ($3,596,110) | ($2,761,815) | 19.8% |
| 01066300 - TRAFFIC OPERATIONS | ($237,225) | ($980,759) | ($384,955) | 24.2% |
| 01066400 - PLANNING | ($0) | ($0) | ($0) | |
| 01066500 - CODE SERVICES | ($1,375) | ($0) | $1,375 | |
| 01066700 - EQUIPMENT SERVICES | ($428,091) | ($1,127,605) | ($572,953) | 38.0% |
| **0106 - PUBLIC WORKS Total** | **($1,815,090)** | **($6,632,457)** | **($4,194,609)** | **27.4%** |

CITY OF DUNCANVILLE

# GENERAL FUND EXPENDITURES BY DEPT/DIV- MARCH 31, 2022

| OPERATING EXPENDITURES | 2022 FYTD ACTUALS | BUDGET | AVAILABLE BUDGET AMOUNT | % OF ANNUAL BUDGET YTD |
|---|---|---|---|---|
| **0107 - FIRE** | | | | |
| 01077000 - FIRE ADMINISTRATION | ($355,276) | ($660,907) | ($281,131) | 53.8% |
| 01077100 - FIRE PREVENTION | ($122,697) | ($338,593) | ($205,232) | 36.2% |
| 01077200 - FIRE SUPPRESSION | ($2,125,034) | ($4,425,649) | ($2,257,037) | 48.0% |
| 01077300 - ADVANCED LIFE SUPPORT | ($904,107) | ($1,817,819) | ($842,428) | 49.7% |
| 01077500 - EMERGENCY MANAGEMENT ADMIN | ($65,152) | ($133,390) | ($67,480) | 48.8% |
| **0107 - FIRE Total** | **($3,572,267)** | **($7,376,358)** | **($3,653,308)** | **48.4%** |
| | | | | |
| **0108 - NON DEPARTMENTAL** | | | | |
| 01088000 - GENERAL NON DEPARTMENTAL | ($1,472,663) | ($3,133,132) | ($1,622,301) | 47.0% |
| **0108 - NON DEPARTMENTAL Total** | **($1,472,663)** | **($3,133,132)** | **($1,622,301)** | **47.0%** |
| | | | | |
| **0000 - OTHER** | | | | |
| 001 - GENERAL FUND | ($0) | ($0) | ($0) | |
| **0000 - OTHER Total** | **($0)** | **($0)** | **($0)** | |
| | | | | |
| **0103 - NEIGHBORHOOD SVCS** | | | | |
| 01036500 - NEIGHBORHOOD SVCS | ($181,329) | ($424,896) | ($240,205) | 42.7% |
| **0103 - NEIGHBORHOOD SVCS Total** | **($181,329)** | **($424,896)** | **($240,205)** | **42.7%** |
| | | | | |
| **1206 - PLANNING** | | | | |
| 12066400 - PLANNING | ($89,804) | ($200,578) | ($110,646) | 44.8% |
| **1206 - PLANNING Total** | **($89,804)** | **($200,578)** | **($110,646)** | **44.8%** |
| | | | | |
| **Total Operating Expenditures** | **($15,421,114)** | **($36,884,115)** | **($18,641,835)** | **41.8%** |

CITY OF DUNCANVILLE

# USE OF GENERAL FUND BALANCE EXPENDITURES AS OF MARCH 31, 2022

| EXPENDITURES | 2022 FYTD ACTUALS | BUDGET | % OF ANNUAL BUDGET YTD |
|---|---|---|---|
| 41010001 - GEN GOVT ONE TIME PROJ | ($0) | ($100,000) | 0.0% |
| 41040001 - PARKS ONE TIME PROJECTS | ($0) | ($56,000) | 0.0% |
| 41050001 - POLICE ONE TIME PROJ | ($11,320) | ($2,188,003) | 0.5% |
| 41060001 - PUBLIC WORKS ONE TIME PROJECTS | ($2,640) | ($359,100) | 0.7% |
| **Total Operating Expenditures** | **($13,960)** | **($2,703,103)** | **0.5%** |

**PROJECTS:**

| |
|---|
| POLICE P-25 COMPLIANT RADIOS |
| PUBLIC WORKS ERP SYSTEM |
| PUBLIC WORKS US 67 GATEWAY SIGNAGE |
| SECURITY UPGRADES (CAMERAS) |
| |

# *PROPERTY TAX COLLECTIONS*

## MONTHLY FINANCIAL REPORT

Prepared by
FINANCIAL SERVICES DEPARTMENT

**CITY OF DUNCANVILLE**
**Property Tax Collections Report**
**March 01 - 31, 2022**

| | Report Name | Base Tax Levy | Penalty & Interest | Collection Fees | Total |
|---|---|---|---|---|---|
| **Collections:** | | | | | |
| Payments Received | AC003P | $435,098.23 | $32,226.86 | $3,232.38 | $470,557.47 |
| **Adjustments to Collections:** | | | | | |
| Refunds/Levy Corrections | AC003A | ($11,563.86) | ($3.68) | $0.00 | ($11,567.54) |
| Return Check Items | AC003A | ($3,626.21) | ($275.24) | $0.00 | ($3,901.45) |
| Transfers/Reversals | AC003A | ($2,851.74) | ($285.23) | $49.25 | ($3,087.72) |
| Total Adjustments to Collections | **AC003A** | **($18,041.81)** | **($564.15)** | **$49.25** | **($18,556.71)** |
| Maintenance & Operations | AC002A | $390,338.44 | $29,548.30 | $3,281.63 | $423,168.37 |
| Interest & Sinking | AC002A | $26,717.98 | $2,114.41 | $0.00 | $28,832.39 |
| **Net Collections** | **AC002A** | **$417,056.42** | **$31,662.71** | **$3,281.63** | **$452,000.76** |
| Transferred Refund from Escrow | AC002A | $0.00 | | | $0.00 |
| Rendition Penalty | AC006A | ($36.00) | | | ($36.00) |
| Collections Fee | | $0.00 | | | $0.00 |
| **Total Miscellaneous Items** | | **($36.00)** | | | **($36.00)** |
| M&O Net Payment to Entity | | $390,302.44 | $29,548.30 | | $419,850.74 |
| I&S Net Payment to Entity | | $26,717.98 | $2,114.41 | | $28,832.39 |
| **Total Net Payment to Entity** | | **$417,020.42** | **$31,662.71** | | **$448,683.13** |
| Net Adjustment to Levy | AR006A | ($15,805.17) | | | |
| **Current Year Collection Percentage Based on Monthly Collections:** | | | | **96.81%** | |

Total Net Payment to Entity = (Payments Received - Total Adj to Coll - Total Misc. Items)

M&O Net Payment to Entity = (Maintenance & Operations - Total Miscellaneous Items)

Detail reports will not be attached if no activity occurred for the month.

In accordance with the requirements of the Texas Property Tax Code, Chapter 31, Section 31.10 Paragraph (a), the attached tax collections report is respectfully submitted.

I, John R. Ames, CTA, Dallas County Tax Assessor/Collector, do hereby certify the attached collection totals, to the best of my knowledge.

Laura Mati
My Commission Expires
10/22/2025
Notary ID
129600804

John R. Ames, CTA
Dallas County Tax Assessor/Collector

AR 45

Laura Mati
Notary Public, State of Texas

Sworn and subscribed before me, this 7 day of April, 2022.

# *SALES TAX ALLOCATION WORKSHEETS*

## MONTHLY FINANCIAL REPORT

Prepared by
FINANCIAL SERVICES DEPARTMENT

# SALES TAX ALLOCATION HISTORICAL SUMMARIES

**City of Duncanville**
**Authority Code: 2057084**
**2 CENT AUTHORIZATION**

## TOTAL SALES TAXES COLLECTED AND RECEIVED

| .02 CENT ALLOCATION | | FY | FY | FY | FY | FY | FY |
|---|---|---|---|---|---|---|---|
| COLLECTION MONTH | RECEIVED MONTH | 2021-22 | 2020-21 | 2019-20 | 2018-19 | 2017-18 | 2016-17 |
| OCT | DEC | **785,673.18** | **830,234.09** | 899,967.44 | 808,134.72 | 795,078.73 | 757,765.62 |
| NOV | JAN | **970,431.17** | **802,203.37** | 799,874.76 | 761,307.93 | 767,921.23 | 734,158.60 |
| DEC | FEB | **1,207,624.54** | **1,045,330.25** | 1,093,884.42 | 982,541.46 | 1,022,043.71 | 954,232.76 |
| JAN | MAR | **915,721.95** | **798,307.67** | 692,647.12 | 751,474.37 | 758,469.91 | 729,618.81 |
| FEB | APR | | **816,989.85** | 677,611.75 | 763,496.18 | 749,939.85 | 728,094.64 |
| MAR | MAY | | **1,215,345.22** | 888,123.96 | 1,069,253.79 | 1,098,423.67 | 1,051,996.14 |
| APRIL | JUN | | **1,073,951.31** | 773,096.95 | 846,390.05 | 859,016.38 | 758,411.66 |
| MAY | JUL | | **895,092.16** | 809,543.87 | 879,867.74 | 914,446.54 | 913,708.88 |
| JUNE | AUG | | **1,130,684.16** | 1,021,135.56 | 1,018,284.27 | 1,017,289.66 | 810,341.53 |
| JULY | SEP | | **1,013,137.28** | **774,925.04** | 861,472.41 | 906,973.60 | 776,192.36 |
| AUG | OCT | | **917,440.10** | 806,953.30 | 885,497.37 | 871,174.23 | 786,931.83 |
| SEPT | NOV | | **1,169,399.73** | 1,036,229.49 | 1,023,608.43 | 1,027,247.60 | 945,418.23 |
| TOTAL | | **3,879,450.84** | **11,708,115.19** | **10,273,993.66** | **10,651,328.72** | **10,788,025.11** | **9,946,871.06** |

## GENERAL FUND CITY and PROPERTY TAX RELIEF SALES TAX ALLOCATION

**75% OF .02 CENT ALLOCATION**

| COLLECTION MONTH | RECEIVED MONTH | 2021-22 | 2020-21 | 2019-20 | 2018-19 | 2017-18 | 2016-17 |
|---|---|---|---|---|---|---|---|
| OCT | DEC | 589,254.89 | 622,675.57 | 674,975.58 | 606,101.04 | 596,309.05 | 568,324.22 |
| NOV | JAN | 727,823.38 | 601,652.53 | 599,906.07 | 570,980.95 | 575,940.92 | 550,618.95 |
| DEC | FEB | 905,718.41 | 783,997.69 | 820,413.32 | 736,906.10 | 766,532.78 | 715,674.57 |
| JAN | MAR | 686,791.46 | 598,730.75 | 519,485.34 | 563,605.78 | 568,852.43 | 547,214.11 |
| FEB | APR | | 612,742.39 | 508,208.81 | 572,622.14 | 562,454.89 | 546,070.98 |
| MAR | MAY | | 911,508.92 | 666,092.97 | 801,940.34 | 823,817.75 | 788,997.11 |
| APRIL | JUN | | 805,463.48 | 579,822.71 | 634,792.54 | 644,262.29 | 568,808.75 |
| MAY | JUL | | 671,319.12 | 607,157.90 | 659,900.81 | 685,834.91 | 685,281.66 |
| JUNE | AUG | | 848,013.12 | 765,851.67 | 763,713.20 | 762,967.25 | 607,756.15 |
| JULY | SEP | | 759,852.96 | 581,193.78 | 646,104.31 | 680,230.20 | 582,144.27 |
| AUG | OCT | | 688,080.08 | 605,214.98 | 664,123.03 | 653,380.67 | 590,198.87 |
| SEPT | NOV | | 877,049.80 | 777,172.12 | 767,706.32 | 770,435.70 | 709,063.67 |
| TOTAL | | 2,909,588.13 | 8,781,086.39 | 7,705,495.25 | 7,988,496.54 | 8,091,018.83 | 7,460,153.30 |

## ECONOMIC DEVLELOPMENT CORPORATION

**50% OF .01 CENT ALLOCATION-ECONOMIC DEVELOPMENT**

| COLLECTION MONTH | RECEIVED MONTH | 2021-22 | 2020-21 | 2019-20 | 2018-19 | 2017-18 | 2016-17 |
|---|---|---|---|---|---|---|---|
| OCT | DEC | 196,418.30 | 207,558.52 | 224,991.86 | 202,033.68 | 198,769.68 | 189,441.41 |
| NOV | JAN | 242,607.79 | 200,550.84 | 199,968.69 | 190,326.98 | 191,980.31 | 183,539.65 |
| DEC | FEB | 301,906.14 | 261,332.56 | 273,471.11 | 245,635.37 | 255,510.93 | 238,558.19 |
| JAN | MAR | 228,930.49 | 199,576.92 | 173,161.78 | 187,868.59 | 189,617.48 | 182,404.70 |
| FEB | APR | | 204,247.46 | 169,402.94 | 190,874.05 | 187,484.96 | 182,023.66 |
| MAR | MAY | | 303,836.31 | 222,030.99 | 267,313.45 | 274,605.92 | 262,999.04 |
| APRIL | JUN | | 268,487.83 | 193,274.24 | 211,597.51 | 214,754.10 | 189,602.92 |
| MAY | JUL | | 223,773.04 | 202,385.97 | 219,966.94 | 228,611.64 | 228,427.22 |
| JUNE | AUG | | 282,671.04 | 255,283.89 | 254,571.07 | 254,322.42 | 202,585.38 |
| JULY | SEP | | 253,284.32 | 193,731.26 | 215,368.10 | 226,743.40 | 194,048.09 |
| AUG | OCT | | 229,360.03 | 201,738.33 | 221,374.34 | 217,793.56 | 196,732.96 |
| SEPT | NOV | | 292,349.93 | 259,057.37 | 255,902.11 | 256,811.90 | 236,354.56 |
| **TOTAL** | | **969,862.71** | **2,927,028.80** | **2,568,498.42** | **2,662,832.18** | **2,697,006.28** | **2,486,717.77** |
| | Check Fig. vs. TOTAL | 3,879,450.84 | 11,708,115.19 | 10,273,993.66 | 10,651,328.72 | 10,788,025.11 | 9,946,871.06 |

# *WATER/SEWER UTILITY FUNDS*

## MONTHLY FINANCIAL REPORT

Prepared by
FINANCIAL SERVICES DEPARTMENT

CITY OF DUNCANVILLE

# UTILITY OPERATING FUND- 002 AS OF MARCH 31, 2022

| REVENUES and EXPENSES | BUDGET | 2022 FY TD ACTUALS | BUDGET AMT REMAINING | % OF BUDGET USED YTD | 2021 FY TD ACTUALS | % OF BUDGET PYTD |
|---|---|---|---|---|---|---|
| **Revenue** | | | | | | |
| 53 - FINES & FEES | $5,000 | $805 | $4,195 | 16.1% | $2,835 | 56.70% |
| 54 - INTERGOVERNMENTAL | $600 | ($0) | $600 | 0.0% | $0 | 0.00% |
| 55 - INTEREST | $32,000 | $8,849 | $23,151 | 27.7% | $21,858 | 18.21% |
| 57 - CHARGES FOR SERVICES | $17,953,946 | $7,270,303 | $10,683,643 | 40.5% | $7,261,398 | 40.20% |
| 59 - OTHER SOURCES | $34,550 | $31,324 | $3,226 | 90.7% | $10,461 | 30.32% |
| **Revenue Total** | **$18,026,096** | **$7,311,280** | **$10,714,816** | **40.6%** | **$7,296,552** | **40.04%** |
| | | | | | | |
| **Expense** | | | | | | |
| 60 - SALARY AND BENEFIT | ($2,300,829) | ($956,394) | ($1,344,435) | 41.6% | ($923,302) | 43.64% |
| 72 - SUPPLIES | ($475,800) | ($118,402) | ($357,398) | 24.9% | ($160,054) | 28.66% |
| 73 - CONTRACT & PROF SVCS | ($9,384,966) | ($4,370,401) | ($5,014,565) | 46.6% | ($3,766,688) | 43.47% |
| 74 - MAINT & REPAIR SVCS | ($338,385) | ($125,736) | ($212,649) | 37.2% | ($106,004) | 28.80% |
| 75 - UTILITIES | ($167,112) | ($50,981) | ($116,131) | 30.5% | ($67,994) | 45.39% |
| 76 - CAPITAL OUTLAY | ($21,368) | ($0) | ($21,368) | 0.0% | $0 | 0.00% |
| 77 - DEBT SERVICES | ($0) | ($0) | ($0) | | $0 | 0.00% |
| 78 - TRANS TO OTHR FUNDS | ($7,527,483) | ($1,763,738) | ($5,763,745) | 23.4% | ($3,704,604) | 50.00% |
| 79 - OTHR EXP/FINANCE USE | ($19,085) | ($3,605) | ($15,480) | 18.9% | ($1,786) | 9.13% |
| **Expense Total** | **($20,235,028)** | **($7,389,256)** | **($12,845,772)** | **36.5%** | **($8,730,432)** | **45.22%** |
| | | | | | | |
| **Revenues Over/(Under) Exp.** | **($2,208,932)** | **($77,976)** | **($2,130,956)** | | **($1,433,880)** | |

| | | |
|---|---|---|
| ***BEGINNING FUND BALANCE*** *(Unaudited)* | **$13,787,991** | **$13,787,991** |
| ***ENDING FUND BALANCE*** | **$11,579,059** | **$13,710,015** |

| FUND BALANCE RESERVE REQUIREMENT POLICY | | |
|---|---|---|
| **% of Fund Balance To Exp. Ratio** | 57.2% | 185.5% |
| **# of Days Coverage** | 209 | 677 |

CITY OF DUNCANVILLE

# UTILITY CIP FUND-017 AS OF MARCH 31, 2022

| REVENUES and EXPENSES | BUDGET | 2022 FYTD ACTUALS | BUDGET AMT REMAINING | % OF BUDGET USED YTD | 2021 FY TD ACTUALS | % OF BUDGET PYTD |
|---|---|---|---|---|---|---|
| **Revenue** | | | | | | |
| 55 - INTEREST | $500 | ($0) | $500 | 0.0% | $101 | 4.2% |
| 58 - TRANS FROM OTHR FUND | $5,000,000 | $500,000 | $4,500,000 | 10.0% | $2,500,000 | 50.0% |
| **Revenue Total** | **$5,000,500** | **$500,000** | **$4,500,500** | **10.0%** | **$2,500,101** | **50.0%** |
| | | | | | | |
| **Expense** | | | | | | |
| 73 - CONTRACT & PROF SVCS | ($206,876) | ($47,748) | ($159,127) | 23.1% | ($14,469) | 3.1% |
| 76 - CAPITAL OUTLAY | ($8,127,523) | ($1,304,178) | ($6,823,345) | 16.0% | ($612,753) | 6.6% |
| **Expense Total** | **($8,334,398)** | **($1,351,926)** | **($6,982,472)** | **16.2%** | **($627,221)** | **6.5%** |
| | | | | | | |
| **Revenues Over/(Under) Exp.** | **($3,333,898)** | **($851,926)** | **($2,481,972)** | | **$1,872,880** | |

| | | |
|---|---|---|
| ***BEGINNING FUND BALANCE*** *(Unaudited)* | **($143,641)** | **($143,641)** |
| ***ENDING FUND BALANCE*** | **($3,477,539)** | **($995,567)** |

# *OTHER MAJOR FUNDS*

## MONTHLY FINANCIAL REPORT

Prepared by
FINANCIAL SERVICES DEPARTMENT

CITY OF DUNCANVILLE

# ECONOMIC DEVELOPMENT FUND-012 AS OF MARCH 31, 2022

| REVENUES and EXPENDITURES | BUDGET | 2022 FYTD ACTUALS | AVAILABLE BUDGET AMOUNT | % OF BUDGET USED YTD | 2021 FY TD ACTUALS | % OF BUDGET PYTD |
|---|---|---|---|---|---|---|
| **Revenue** | | | | | | |
| 51 - SALES & OTHR TAXES | $2,779,174 | $976,356 | $1,802,818 | 35.1% | 878,378 | 36.03% |
| 55 - INTEREST | $2,000 | ($0) | $2,000 | 0.0% | 359 | 1.79% |
| 59 - OTHER SOURCES | ($0) | ($0) | ($0) | | 0 | 0.00% |
| **Revenue Total** | **$2,781,174** | **$976,356** | **$1,804,818** | **35.1%** | **878,737** | **35.75%** |
| | | | | | | |
| **Expense** | | | | | | |
| 60 - SALARY AND BENEFIT | ($395,007) | ($160,290) | ($234,716) | 40.6% | (66,267) | 26.32% |
| 72 - SUPPLIES | ($63,748) | ($35,184) | ($25,864) | 55.2% | (5,233) | 13.07% |
| 73 - CONTRACT & PROF SVCS | ($224,970) | ($16,556) | ($193,592) | 7.4% | (195,050) | 68.74% |
| 74 - MAINT & REPAIR SVCS | ($67,600) | ($4,689) | ($27,619) | 6.9% | (10,964) | 16.22% |
| 75 - UTILITIES | ($21,604) | ($5,686) | ($15,624) | 26.3% | (3,345) | 14.85% |
| 76 - CAPITAL OUTLAY | ($77,000) | ($20,524) | ($31,476) | 26.7% | 0 | 0.00% |
| 77 - DEBT SERVICES | ($0) | ($0) | ($0) | | 487,546 | -99.84% |
| 78 - TRANS TO OTHR FUNDS | ($653,336) | ($572,795) | ($80,541) | 87.7% | (554,034) | 87.80% |
| 79 - OTHR EXP/FINANCE USE | ($327,617) | ($15,781) | ($311,836) | 4.8% | (576) | 0.21% |
| **Expense Total** | **($1,830,881)** | **($831,505)** | **($921,269)** | **45.4%** | **(1,323,015)** | **64.17%** |
| | | | | | | |
| **Revenues Over/(Under) Exp.** | **$950,293** | **$144,851** | **$883,550** | **15.2%** | **$444,278** | |

| | | |
|---|---|---|
| ***BEGINNING FUND BALANCE (Unaudited)*** | **$4,309,751** | **$4,309,751** |
| **ENDING FUND BALANCE** | **$5,260,044** | **$4,454,602** |

**Note:**

TRANSFERS TO OTHER FUNDS INCLUDES DEBT SERVICES FOR THE OUTSTANDING SERIES 2016A BONDS IN THE AMOUNT OF $2,025,000. MATURES FEBRUARY 15, 2025.

CITY OF DUNCANVILLE

# FIELDHOUSE FUND-456 AT MARCH 31, 2022

| REVENUES and EXPENDITURES | BUDGET | 2022 FYTD ACTUALS | BUDGET AMT REMAINING | % OF BUDGET USED YTD | 2021 FYTD ACTUALS | % OF BUDGET PYTD |
|---|---|---|---|---|---|---|
| **Revenue** | | | | | | |
| 57 - CHARGES FOR SERVICES | $1,206,500 | $450,554 | $755,946 | 37.3% | $390,047 | 40.2% |
| 58 - TRANS FROM OTHR FUND | $538,475 | $515,375 | $23,100 | 95.7% | $507,425 | 94.4% |
| 59 - OTHER SOURCES | $140,000 | $74,685 | $65,315 | 53.3% | $65,075 | 56.9% |
| **Revenue Total** | **$1,884,975** | **$1,040,614** | **$844,361** | **55.2%** | **$962,547** | **59.3%** |
| | | | | | | |
| **Expense** | | | | | | |
| 60 - SALARY AND BENEFIT | ($600,436) | ($229,181) | ($371,255) | 38.2% | ($191,171) | 34.2% |
| 72 - SUPPLIES | ($195,276) | ($108,924) | ($86,352) | 55.8% | ($49,709) | 33.3% |
| 73 - CONTRACT & PROF SVCS | ($354,471) | ($98,085) | ($256,386) | 27.7% | ($90,815) | 30.0% |
| 74 - MAINT & REPAIR SVCS | ($69,634) | ($47,553) | ($22,081) | 68.3% | ($12,149) | 47.0% |
| 75 - UTILITIES | ($112,012) | ($43,775) | ($68,237) | 39.1% | ($39,936) | 35.9% |
| 76 - CAPITAL OUTLAY | ($6,000) | ($0) | ($6,000) | 0.0% | $0 | 0.0% |
| 77 - DEBT SERVICES | ($538,975) | ($515,375) | ($23,600) | 95.6% | ($507,425) | 94.3% |
| 78 - TRANS TO OTHR FUNDS | ($3,900) | ($1,950) | ($1,950) | 50.0% | ($2,048) | 50.0% |
| 79 - OTHR EXP/FINANCE USE | ($2,500) | ($259) | ($2,241) | 10.4% | ($108) | 7.2% |
| **Expense Total** | **($1,883,204)** | **($1,045,103)** | **($838,101)** | **55.5%** | **($893,361)** | **52.8%** |
| | | | | | | |
| **Revenues Over/(Under) Exp.** | **$1,771** | **($4,489)** | **$6,260** | -253.4% | **$69,186** | |

| | | |
|---|---|---|
| ***BEGINNING FUND BALANCE*** | | |
| *(Unaudited)* | **($1,696,789)** | **($1,696,789)** |
| | | |
| **ENDING FUND BALANCE** | **($1,695,018)** | **($1,701,278)** |

# *ALL OTHER FUNDS*

## MONTHLY FINANCIAL REPORT

Prepared by
FINANCIAL SERVICES DEPARTMENT

## SPECIAL REVENUE FUNDS AS OF MARCH 31, 2022

| BEGINNING FUND BALANCE (Unaudited) | FUND/ ACCT TYPE | FY 2022 ACTUALS | BUDGET | Available Budget | FY to Date Actual % of Budget | ENDING FUND BALANCE |
|---|---|---|---|---|---|---|
| $762,925 | 008 - COMPREHENSIVE SELF INSURANCE | | | | | |
| | Revenue | $233,808 | $468,629 | $234,821 | 66.52% | |
| | Expense | ($500,948) | ($551,200) | ($50,252) | 96.91% | |
| | **008 - COMPREHENSIVE SELF INSURANCE Total** | **($267,140)** | **($82,571)** | | | **$495,785** |
| $3,010,514 | 010 - HOTEL TAX FUND | | | | | |
| | Revenue | $371,658 | $734,550 | $362,892 | 50.60% | |
| | Expense | ($101,414) | ($739,821) | ($638,407) | 17.06% | |
| | **010 - HOTEL TAX FUND Total** | **$270,243** | **($5,271)** | | | **$3,280,757** |
| $306,889 | 013 - GRANT FUND | | | | | |
| | Revenue | $92,138 | $39,000 | ($53,138) | 236.25% | |
| | Expense | ($126,994) | ($391,160) | ($70,093) | 36.25% | |
| | **013 - GRANT FUND Total** | **($34,855)** | **($352,160)** | | | **$272,034** |
| $353,279 | 033 - TAX INCREMENT FINANCING FUND | | | | | |
| | Revenue | ($0) | $75,575 | $75,575 | 0.00% | |
| | Expense | ($0) | ($2,750) | ($2,750) | 0.00% | |
| | **033 - TAX INCREMENT FINANCING FUND Total** | **($0)** | **$72,825** | | | **$353,279** |
| $88,875 | 050 - ABANDONED ASSET FORFEITURE | | | | | |
| | Revenue | ($0) | $1,300 | $1,300 | 0.00% | |
| | Expense | ($54,924) | ($60,774) | ($5,850) | 90.37% | |
| | **050 - ABANDONED ASSET FORFEITURE Total** | **($54,924)** | **($59,474)** | | | **$33,951** |
| $134,567 | 051 - STATE ASSET FORFEITURE FUND | | | | | |
| | Revenue | ($0) | $5,500 | $5,500 | 0.00% | |
| | Expense | ($15,941) | ($79,248) | ($38,360) | 28.93% | |
| | **051 - STATE ASSET FORFEITURE FUND Total** | **($15,941)** | **($73,748)** | | | **$118,626** |

## SPECIAL REVENUE FUNDS AS OF MARCH 31, 2022

| BEGINNING FUND BALANCE (Unaudited) | FUND/ ACCT TYPE | FY 2022 ACTUALS | BUDGET | Available Budget | FY to Date Actual % of Budget | ENDING FUND BALANCE |
|---|---|---|---|---|---|---|
| $138,119 | 052 - FEDERAL ASSET FORFEITURE FUND | | | | | |
| | Revenue | $4,775 | $30,000 | $25,225 | 15.92% | |
| | Expense | ($72,605) | ($94,136) | ($21,531) | 82.01% | |
| | **052 - FEDERAL ASSET FORFEITURE FUND Total** | **($67,830)** | **($64,136)** | $3,694 | 112.93% | **$70,289** |
| $47,418 | 225 - COURT SECURITY FUND | | | | | |
| | Revenue | $4,248 | $12,000 | $7,752 | 38.54% | |
| | Expense | ($0) | ($30,366) | ($30,366) | 0.00% | |
| | **225 - COURT SECURITY FUND Total** | **$4,248** | **($18,366)** | | | **$51,666** |
| $286,941 | 230 - JUVENILE CASE MANAGER FUND | | | | | |
| | Revenue | $4,684 | $19,500 | $14,816 | 26.13% | |
| | Expense | ($12,179) | ($26,109) | ($13,930) | 54.11% | |
| | **230 - JUVENILE CASE MANAGER FUND Total** | **($7,495)** | **($6,609)** | | | **$279,446** |
| $35,002 | 235 - COURT TECHNOLOGY | | | | | |
| | Revenue | $3,711 | $12,000 | $8,289 | 33.69% | |
| | Expense | ($0) | ($970) | ($970) | 0.00% | |
| | **235 - COURT TECHNOLOGY Total** | **$3,711** | **$11,030** | | | **$38,713** |
| ($139,079) | 757 - EMERGENCY/ DISASTER RELIEF | | | | | |
| | Revenue | ($0) | ($0) | ($0) | | |
| | Expense | ($120,323) | ($0) | $120,323 | | |
| | **757 - EMERGENCY/ DISASTER RELIEF Total** | **($120,323)** | **($0)** | | | **($259,402)** |
| $4,801,199 | 758 - AMERICAN RESCUE PLAN | | | | | |
| | Revenue | $3,367 | ($0) | ($3,367) | | |
| | Expense | ($588,175) | ($2,415,000) | ($1,760,967) | 51.05% | |
| | **758 - AMERICAN RESCUE PLAN Total** | **($584,808)** | **($2,415,000)** | | | **$4,216,391** |

## DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS AS OF MARCH 31, 2022

| BEGINNING FUND BALANCE (Unaudited) | FUND/ ACCT TYPE | FY 2022 ACTUALS | BUDGET | AVAILABLE BUDGET | FY to Date Actual % of Budget | ENDING FUND BALANCE |
|---|---|---|---|---|---|---|
| **$1,385,475** | **005 - DEBT SERVICE FUND** | | | | | |
| | Revenue | $1,237,674 | $1,410,657 | $172,983 | 87.93% | |
| | Expense | ($1,127,816) | ($1,482,357) | ($354,541) | 76.12% | |
| | **005 - DEBT SERVICE FUND Total** | **$109,858** | **($71,700)** | | | **$1,495,333** |
| **$2,022,790** | **016 - FLEET REPLACEMENT FUND** | | | | | |
| | Revenue | $446,524 | $893,709 | $447,185 | 58.27% | |
| | Expense | ($116,070) | ($2,161,838) | ($2,031,516) | 8.44% | |
| | **016 - FLEET REPLACEMENT FUND Total** | **$330,454** | **($1,268,129)** | | | **$2,353,244** |
| **$439,266** | **020 - STREET CIP FUND** | | | | | |
| | Revenue | ($0) | $1,471,000 | $1,471,000 | 0.00% | |
| | Expense | ($41,571) | ($1,001,737) | ($915,508) | 4.19% | |
| | **020 - STREET CIP FUND Total** | **($41,571)** | **$469,263** | | | **$397,695** |
| **$21,043** | **024 - PARK CAPITAL IMPROV FUND** | | | | | |
| | Expense | ($0) | ($0) | ($0) | | |
| | **024 - PARK CAPITAL IMPROV FUND Total** | **($0)** | **($0)** | **($0)** | | **$21,043** |
| **$218,837** | **025 - ALLEY IMPROVEMENT FUND** | | | | | |
| | Revenue | ($0) | $150,000 | $150,000 | 0.00% | |
| | Expense | ($1,989) | ($230,591) | ($228,602) | 7.64% | |
| | **025 - ALLEY IMPROVEMENT FUND Total** | **($1,989)** | **($80,591)** | | | **$216,848** |
| **$19,771,548** | **026 - CAPITAL PROJECTS CONSTRUCTION** | | | | | |
| | Revenue | $19,917 | $100,000 | $80,083 | 19.92% | |
| | Expense | ($827,603) | ($10,439,101) | ($7,466,373) | 9.34% | |
| | **026 - CAPITAL PROJECTS CONSTRUCTION Total** | **($807,687)** | **($10,339,101)** | | | **$18,963,861** |

## DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS AS OF MARCH 31, 2022

| BEGINNING FUND BALANCE (Unaudited) | FUND/ ACCT TYPE | FY 2022 ACTUALS | BUDGET | AVAILABLE BUDGET | FY to Date Actual % of Budget | ENDING FUND BALANCE |
|---|---|---|---|---|---|---|
| $0 | **031 - TRAFFIC IMPROVEMENT & SAFETY** | | | | | |
| | Revenue | ($0) | ($0) | ($0) | | |
| | Expense | ($0) | ($0) | ($0) | | |
| | **031 - TRAFFIC IMPROVEMENT & SAFETY Total** | **($0)** | **($0)** | | | **$0** |
| | | | | | | |
| $105,798 | **032 - INFO TECH REPLACEMENT FUND** | | | | | |
| | Revenue | $76,008 | $152,033 | $76,025 | 58.33% | |
| | Expense | ($201,372) | ($129,800) | $79,747 | 155.14% | |
| | **032 - INFO TECH REPLACEMENT FUND Total** | **($125,364)** | **$22,233** | | | **($19,566)** |

## OTHER ENTERPRISE FUNDS AS OF MARCH 31, 2022

| BEGINNING FUND BALANCE (Unaudited) | FUND/ ACCT TYPE | FY 2022 ACTUALS | BUDGET | AVAILABLE BUDGET | FY to Date Actual % of Budget | ENDING FUND BALANCE |
|---|---|---|---|---|---|---|
| $1,133,367 | 015 - DRAINAGE FUND | | | | | |
| | Revenue | $502,482 | $841,000 | $338,518 | 65.98% | |
| | Expense | ($164,374) | ($1,933,214) | ($1,672,739) | 9.50% | |
| | **015 - DRAINAGE FUND Total** | **$338,109** | **($1,092,214)** | | | **$1,471,476** |
| | | | | | | |
| $854,277 | 019 - SANITATION FUND | | | | | |
| | Revenue | $1,760,374 | $4,168,500 | $2,408,126 | 51.05% | |
| | Expense | ($1,560,097) | ($4,487,839) | ($548,982) | 42.21% | |
| | **019 - SANITATION FUND Total** | **$200,277** | **($319,339)** | | | **$1,054,554** |

# *END OF REPORT*

*PLEASE CONTACT FINANCIAL SERVICES DIRECTOR WITH ANY QUESTIONS CONCERNING THIS REPORT.*

*edena.atmore@duncanville.com or 972-780-5005.*

Prepared by
FINANCIAL SERVICES DEPARTMENT

# STAFF REPORT

**MEETING: City Council - 17 May 2022**

**TITLE:**
Receive the Fiscal Year 2022 Second Quarter Investment Report as of March 31, 2021.

**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:**
**Edena J. Atmore, CPA,**
**Managing Director, Financial Services**

**BACKGROUND/HISTORY:**
PFIA (Public Funds Investment Act) recommends quarterly investment reports to be provided to the governing body. This report will cover the Fiscal Year 2022's second-quarter investment activity and interest earnings. The City of Duncanville Investment Report will cover beginning and ending investment balances and summarize investment activity from January 2022 through March 2022. All investments must comply with PFIA requirements and guidelines.

**POLICY EXPLANATION:**
The investment balance at December 31, 2021, was $76,493,552, with an ending balance at March 31, 2022, of $79,934,620. The portfolio increased by $3,441,068 as CDs matured and property tax dollars increased that are due April 30th of 2022. Property owners begin making their tax payments in November and December of each year.

The LOGIC government investment pool yield grew by 18 basis points (from .07% to .25%) during the period. As a reminder, 100 basis points equates to 1%. Due to longer-term investments in CD's prior to the interest rate decline, the average rate earned by the City is significantly higher than the LOGIC pool rates, as demonstrated on page 5 of the attached investment report. The earnings credit rate applied to the City's Wells Fargo account is also higher than the LOGIC, and the CD interest rates earned with a yield average of .60%.

The City's average rate of return remained stable at .51% during this period. All CD's and Money Market investments are fully secured at a minimum of 100% of principal by pledged collateral, Letters of Credit held by the Federal Home Loan Bank, and FDIC insurance currently at $250,000 per institution. Overall, Duncanville's investment interest earnings totaled $ 29,699 for the quarter ended March 31, 2022.

In March of 2022, the City started implementing strategies to structure and diversify the portfolio as interest rates begin to rise.

**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:**
Attachment 1 - Investment Report QTR2 033122

Duncanville
City of Champions

# *City of Duncanville, Texas*

# QUARTERLY INVESTMENT REPORT

## For the Quarter Ended

## March 31, 2022

**Prepared by**
**Valley View Consulting, L.L.C.**

The investment portfolio of the City of Duncanville is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Agustin (Gus) Garcia, Director of Economic Development

Edena Atmore, Finance Director

Georcha West, Senior Accountant

**Disclaimer**: These reports were compiled using information provided by the City of Duncanville. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

## Strategy Summary

## Quarter End Results by Investment Category:

| Asset Type | December 31, 2021 Book Value | December 31, 2021 Market Value | March 31, 2022 Book Value | March 31, 2022 Market Value | Ave. Yield |
|---|---|---|---|---|---|
| DDA | $ 30,766,140 | $ 30,766,140 | $ 47,206,036 | $ 47,206,036 | 0.60% |
| MMA/LGIPs | 26,697,290 | 26,697,290 | 26,719,887 | 26,719,887 | 0.43% |
| CDs | 19,030,122 | 19,030,122 | 6,008,696 | 6,008,696 | 0.19% |
| **Totals** | **$ 76,493,552** | **$ 76,493,552** | **$ 79,934,620** | **$ 79,934,620** | 0.51% |

| Current Quarter Weighted Average Yield (1) | |
|---|---|
| Total Portfolio | 0.51% |
| Rolling Three Month Treasury | 0.31% |
| Rolling Six Month Treasury | 0.36% |
| TexPool | 0.15% |

| Fiscal Year-to-Date Weighted Average Yield (2) | |
|---|---|
| Total Portfolio | 0.46% |
| Rolling Three Month Treasury | 0.18% |
| Rolling Six Month Treasury | 0.22% |
| Average Monthly TexPool | 0.06% |

| Interest Earnings (Approximate) | |
|---|---|
| Quarterly Interest Income | $ 29,699 |
| Year-to-date Interest Income | $ 63,958 |

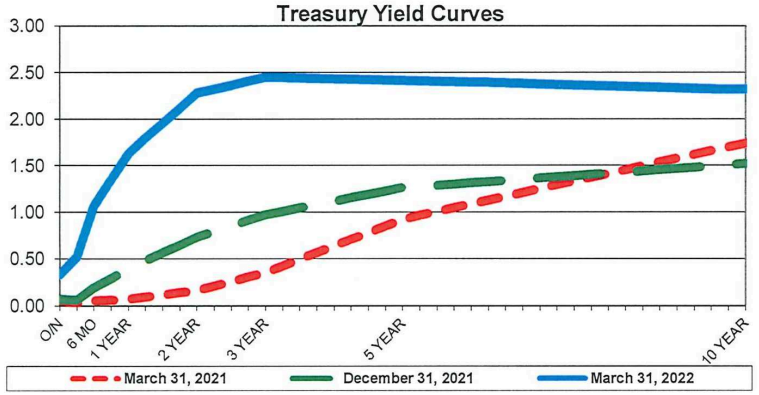
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees. The yield for the reporting month is used for bank and money market balances.

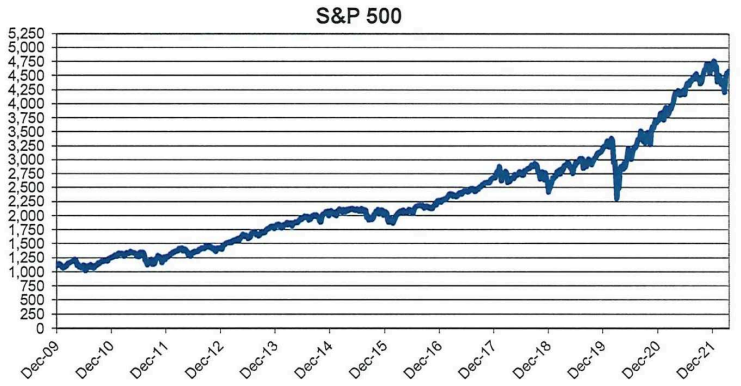
(2) **Fiscal Year-to-Date Weighted Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

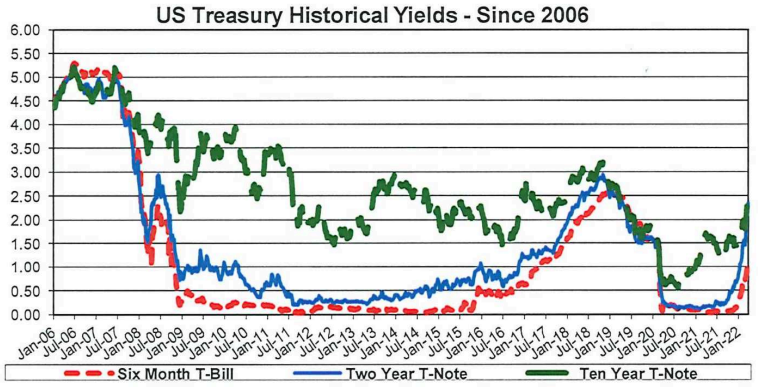
## Economic Overview

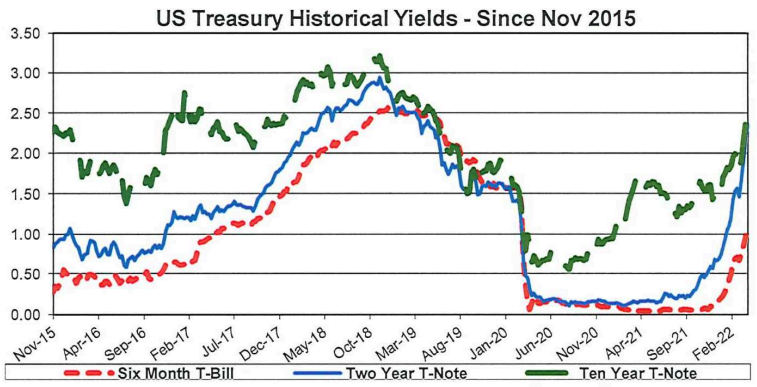
3/31/2022

The Federal Open Market Committee (FOMC) **raised** the Fed Funds target range to 0.25% to 0.50% (Effective Fed Funds are trading +/-0.30%). The FOMC ended monthly security purchases and may begin reducing their balance sheet. The market projection 4 to 6 more increases this calendar year. Final Fourth Quarter GDP recorded +6.9%. March Non-Farm Payroll missed estimates adding 431k net new jobs. Decreasing the Three Month Average NFP to 562k. Crude oil declined to +/-$100 per barrel. The Stock Markets have recovered from the "correction" and slowly regained some lost ground. Some domestic economic indicators, including housing, softened. Inflation remained well over the FOMC 2% target (Core PCE +/-5.4%). The FOMC Fed Funds target projections pushed the yield curve to a Three Year Maturity peak.



## Investment Holdings

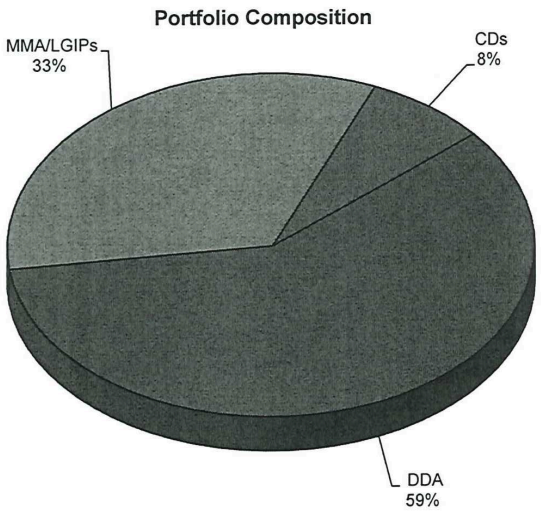
## March 31, 2022

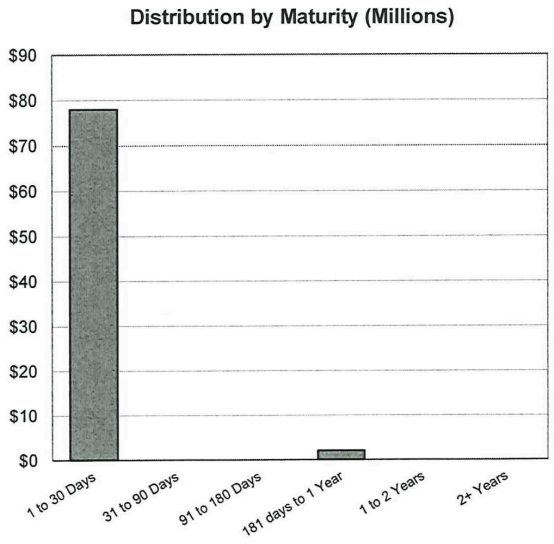
| Description | Ratings | Coupon/ Discount | Maturity Date | Settlement Date | Par Value | Book Value | Market Price | Market Value | Life (days) | Yield |
|---|---|---|---|---|---|---|---|---|---|---|
| Wells Fargo Bank DDA (3) | | 0.60% | 04/01/22 | 03/31/22 | $ 47,206,036 | $ 47,206,036 | 1.00 | $ 47,206,036 | 1 | 0.60% |
| NexBank MMA | | 0.55% | 04/01/22 | 03/31/22 | 10,654,851 | 10,654,851 | 1.00 | 10,654,851 | 1 | 0.55% |
| NexBank IntraFi MMA | | 0.55% | 04/01/22 | 03/31/22 | 7,833,062 | 7,833,062 | 1.00 | 7,833,062 | 1 | 0.55% |
| Prosperity Bank MMA | | 0.15% | 04/01/22 | 03/31/22 | 6,508,727 | 6,508,727 | 1.00 | 6,508,727 | 1 | 0.15% |
| TexPool | AAAm | 0.15% | 04/01/22 | 03/31/22 | 5,037 | 5,037 | 1.00 | 5,037 | 1 | 0.15% |
| LOGIC LGIP | AAAm | 0.25% | 04/01/22 | 03/31/22 | 1,718,210 | 1,718,210 | 1.00 | 1,718,210 | 1 | 0.25% |
| Prosperity Bank CD | | 0.20% | 04/12/22 | 04/12/21 | 4,007,327 | 4,007,327 | 100.00 | 4,007,327 | 12 | 0.20% |
| East West Bank CD | | 0.17% | 11/04/22 | 11/04/21 | 2,001,370 | 2,001,370 | 100.00 | 2,001,370 | 218 | 0.17% |
| | | | | | $ 79,934,620 | $ 79,934,620 | | $ 79,934,620 | 7 | 0.51% |
| | | | | | | | | | (1) | (2) |

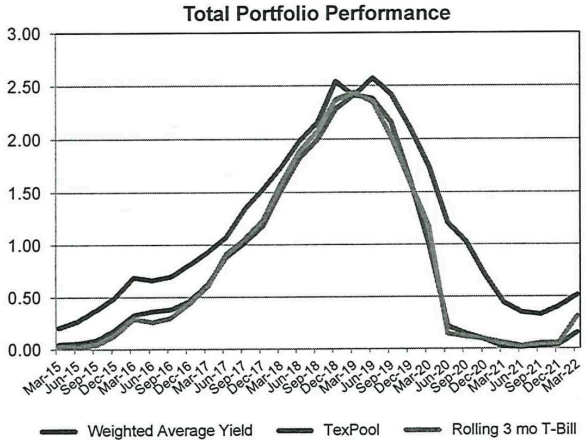
**(1) Weighted average life -** For purposes of calculating weighted average life, bank accounts and money market funds are assumed to have an one day maturity.

**(2) Weighted average yield to maturity -** The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts and money market funds.

**(3) Earnings Credit Rate -** Wells Fargo balances are used to to offset bank fees generating an estimated Earnings Credit Rate.


Portfolio Composition
MMA/LGIPs
33%
CDs
8%
DDA
59%


Distribution by Maturity (Millions)
$90
$80
$70
$60
$50
$40
$30
$20
$10
$0
1 to 30 Days
31 to 90 Days
91 to 180 Days
181 days to 1 Year
1 to 2 Years
2+ Years


Total Portfolio Performance
3.00
2.50
2.00
1.50
1.00
0.50
0.00
Mar-15
Jun-15
Sep-15
Dec-15
Mar-16
Jun-16
Sep-16
Dec-16
Mar-17
Jun-17
Sep-17
Dec-17
Mar-18
Jun-18
Sep-18
Dec-18
Mar-19
Jun-19
Sep-19
Dec-19
Mar-20
Jun-20
Sep-20
Dec-20
Mar-21
Jun-21
Sep-21
Dec-21
Mar-22
Weighted Average Yield
TexPool
Rolling 3 mo T-Bill

## Book & Market Value Comparison

| Issuer/Description | Yield | Maturity Date | Book Value 12/31/21 | Increases | Decreases | Book Value 03/31/22 | Market Value 12/31/21 | Change in Market Value | Market Value 03/31/22 |
|---|---|---|---|---|---|---|---|---|---|
| Wells Fargo Bank DDA | 0.60% | 04/01/22 | $ 30,766,140 | $ 16,439,896 | $ – | $ 47,206,036 | $ 30,766,140 | $ 16,439,896 | $ 47,206,036 |
| NexBank MMA | 0.55% | 04/01/22 | 10,643,912 | 10,939 | – | 10,654,851 | 10,643,912 | 10,939 | 10,654,851 |
| NexBank IntraFi MMA | 0.55% | 04/01/22 | 7,825,019 | 8,043 | – | 7,833,062 | 7,825,019 | 8,043 | 7,833,062 |
| Prosperity Bank MMA | 0.15% | 04/01/22 | 6,505,747 | 2,980 | – | 6,508,727 | 6,505,747 | 2,980 | 6,508,727 |
| TexPool | 0.15% | 04/01/22 | 5,036 | 1 | – | 5,037 | 5,036 | 1 | 5,037 |
| LOGIC LGIP | 0.25% | 04/01/22 | 1,717,576 | 634 | – | 1,718,210 | 1,717,576 | 634 | 1,718,210 |
| American Nat'l Bank of TX CD | 0.25% | 02/01/22 | 6,013,685 | – | (6,013,685) | – | 6,013,685 | (6,013,685) | – |
| Prosperity Bank CD | 0.20% | 03/28/22 | 7,010,555 | – | (7,010,555) | – | 7,010,555 | (7,010,555) | – |
| Prosperity Bank CD | 0.20% | 04/12/22 | 4,005,351 | 1,976 | – | 4,007,327 | 4,005,351 | 1,976 | 4,007,327 |
| East West Bank CD | 0.17% | 11/04/22 | 2,000,531 | 839 | – | 2,001,370 | 2,000,531 | 839 | 2,001,370 |
| **TOTAL/AVERAGE** | **0.51%** | | **$ 76,493,552** | **$ 16,465,307** | **$(13,024,240)** | **$ 79,934,620** | **$ 76,493,552** | **$ 3,441,068** | **$ 79,934,620** |

## Allocation
## March 31, 2022

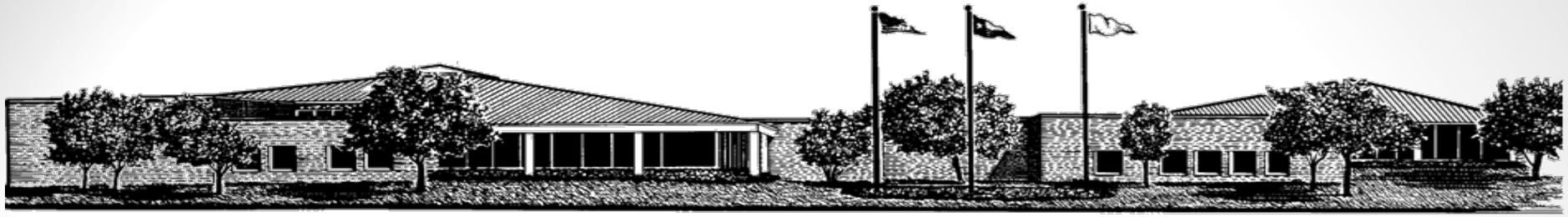
### Book & Market Value

| | Total | General | ARPA | Utility | Capital Replacement | Capital Projects Construction |
|---|---|---|---|---|---|---|
| Wells Fargo Bank DDA | $ 47,206,036 | $47,206,036 | $ – | $ – | $ – | $ – |
| NexBank MMA | 10,654,851 | 6,398,296 | – | 3,726,168 | 530,387 | – |
| NexBank IntraFi MMA | 7,833,062 | – | – | – | – | 7,833,062 |
| Prosperity Bank MMA | 6,508,727 | 1,503,853 | 4,503,589 | 501,284 | – | – |
| TexPool LGIP | 5,037 | 5,037 | – | – | – | – |
| LOGIC LGIP | 1,718,210 | 1,718,210 | – | – | – | – |
| 04/12/22–Prosperity Bank CD | 4,007,327 | – | – | – | – | 4,007,327 |
| 11/04/22–East West Bank CD | 2,001,370 | 2,001,370 | – | – | – | – |
| **Total** | **$ 79,934,620** | **$58,832,803** | **$ 4,503,589** | **$ 4,227,453** | **$ 530,387** | **$ 11,840,389** |

## Allocation
## December 31, 2021

### Book & Market Value

| | Total | General | ARPA | Utility | Capital Replacement | Capital Projects Construction |
|---|---|---|---|---|---|---|
| Wells Fargo Bank DDA | $ 30,766,140 | $30,766,140 | $ – | $ – | $ – | $ – |
| NexBank MMA | 10,643,912 | 6,391,727 | – | 3,722,343 | 529,842 | – |
| NexBank IntraFi MMA | 7,825,019 | – | – | – | – | 7,825,019 |
| Prosperity Bank MMA | 6,505,747 | 1,503,297 | 4,501,350 | 501,099 | – | – |
| TexPool LGIP | 5,036 | 5,036 | – | – | – | – |
| LOGIC LGIP | 1,717,576 | 1,717,576 | – | – | – | – |
| 02/01/22–American Nat'l Bank of TX CD | 6,013,685 | 6,013,685 | – | – | – | – |
| 03/28/22–Prosperity Bank CD | 7,010,555 | 7,010,555 | – | – | – | – |
| 04/12/22–Prosperity Bank CD | 4,005,351 | – | – | – | – | 4,005,351 |
| 11/04/22–East West Bank CD | 2,000,531 | 2,000,531 | – | – | – | – |
| Total | $ 76,493,552 | $55,408,548 | $ 4,501,350 | $ 4,223,442 | $ 529,842 | $ 11,830,370 |



City of Duncanville

# QUARTERLY REPORT
# JANUARY – MARCH 2022

MAY 17, 2022

MARK LiVIGNI, CHIEF OF POLICE

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

# Staffing/Personnel

- Officer Ryan Peterson completed FTO on February 26, 2022
- Officer Reagan Goodwin completed FTO on February 23, 2022
- Officer Ralston Marshal is in his 2nd phase of field training
- Officer Gaston Banks, a lateral hire, is in field training while Brandon Dunn and Saul Vara are in the Dallas Sheriff Police Academy

- Entry-level test was held on March 18th, 2022
  - 23 applicants took take the test
  - 16 passed (69% pass rate)
  - We have hired one applicant (a lateral transfer)

City of Duncanville

# Officer Doug Sisk Retires

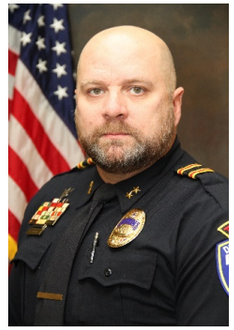
Officer Doug Sisk retired on March 31st, 2022, after serving the City of Duncanville for over 35 years

- Officer Sisk was the longest tenured officer in the history of the department
- Officer Arias replaced Officer Sisk as the department's Crime Prevention Officer

City of Duncanville

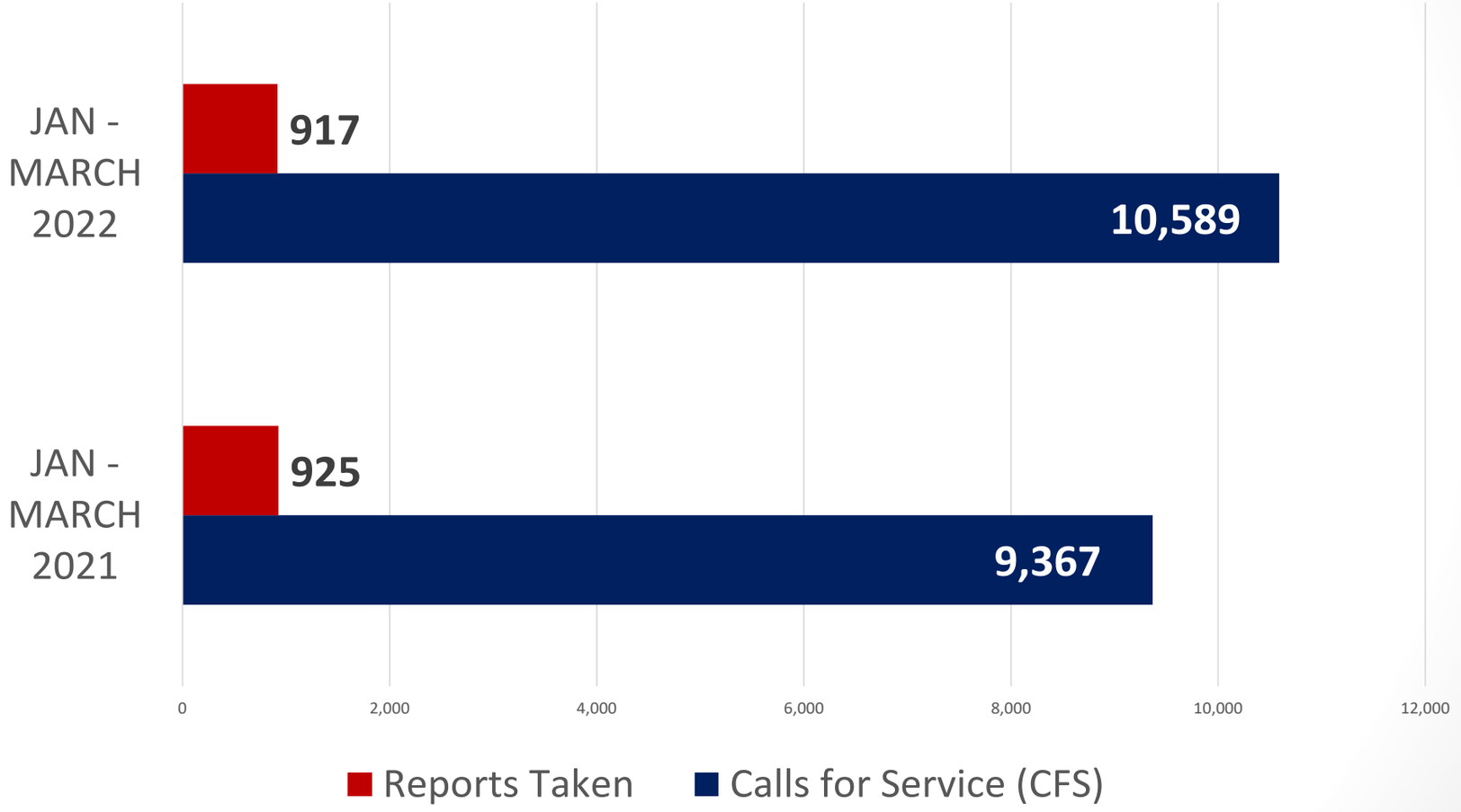
# Staff Development

- Lieutenant Stogner promoted to Assistant Chief of Police on 01/02/2022
- Sergeant Emmett promoted to Lieutenant on 02/27/2022
- FBI-LEEDA Trilogy award on March 4, 2022
- Sergeant McCarty obtained his Master Peace Officer Certification
- Officer A. Hernandez (not pictured) was selected as the representative for the new Regional Care Team



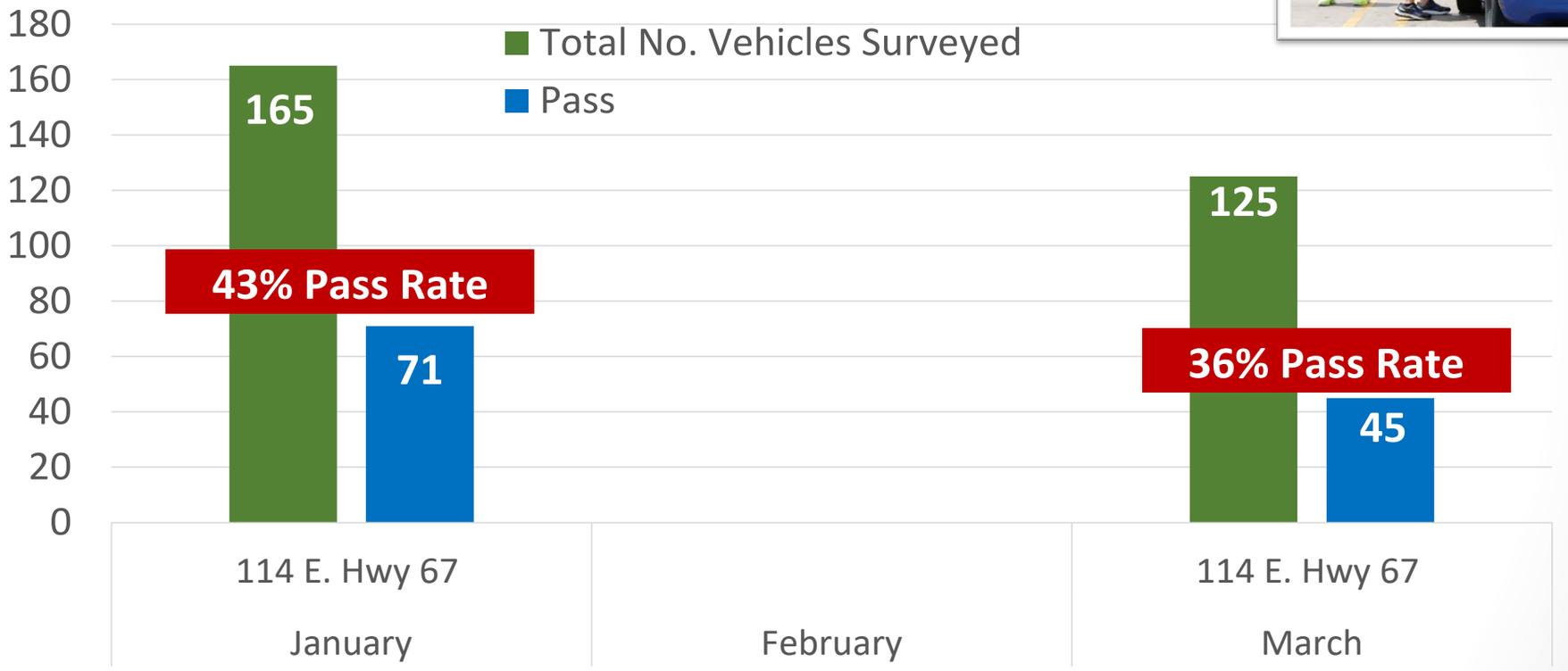
City of Duncanville

# Patrol activity comparison at a glance




City of Duncanville

# Citizens on Patrol (COPs) BMV Report Card Surveys




**LA Fitness**

**Did not complete due to other initiatives**

**LA Fitness**

City of Duncanville

# Department Activity

**Number of Use of Force Incidents:**

- 3 – All were found to be lawful and within departmental policy

**Number of Vehicle Pursuits:**

- 5 – Administrative review determined that the pursuits were within departmental policy guidelines

**Number of Complaints:**

- 2 – Internal complaint for policy violations – both sustained
- 1 – External complaint for excessive force is still under investigation

City of Duncanville

# Community Engagement

## Community Meetings and Partnerships:

January 2022– 3 meetings with 218 partnerships
February 2022– 4 meetings with 168 partnerships
March 2022 – 8 meetings with 805 partnerships

City of Duncanville

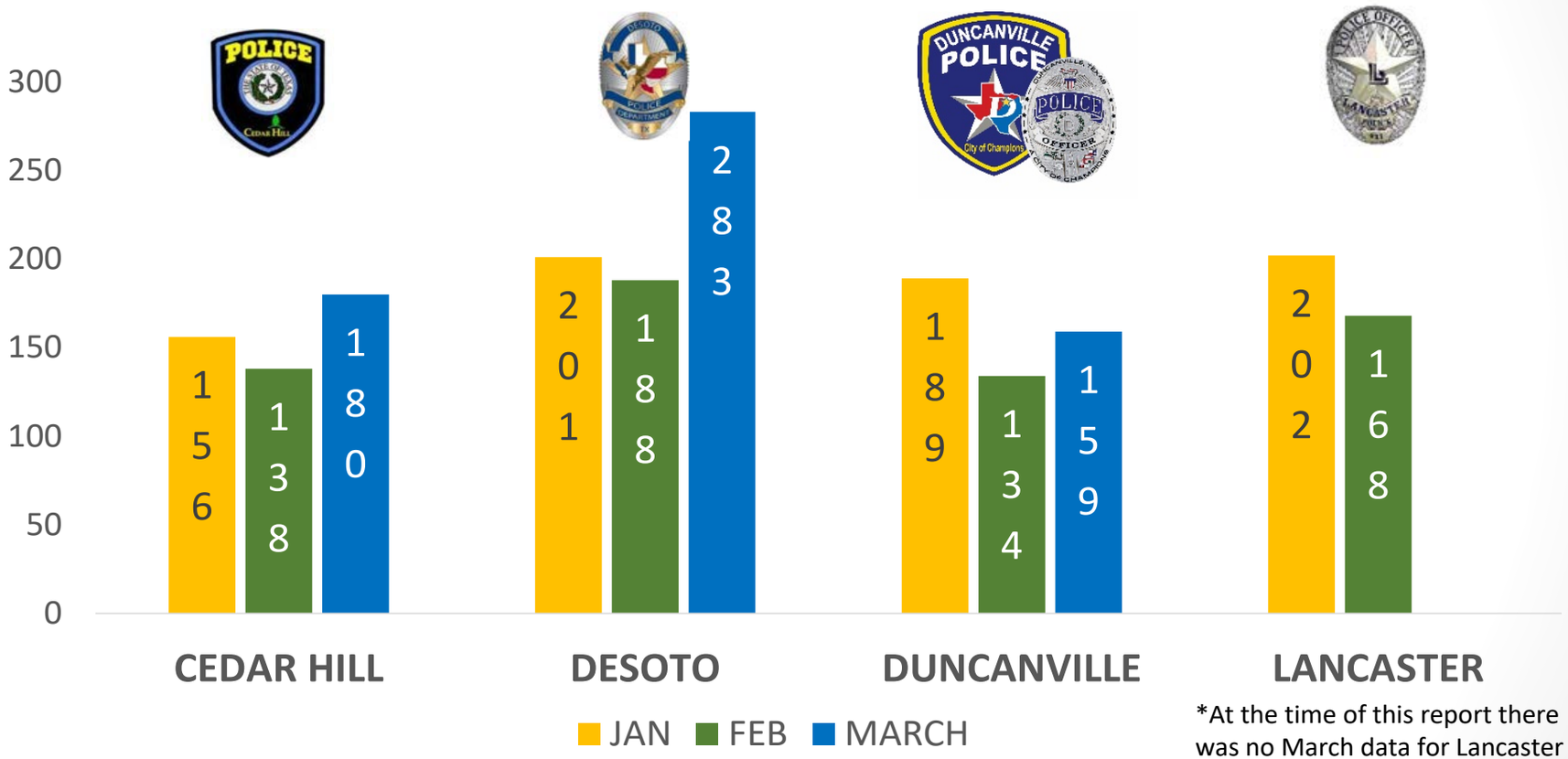
# NIBRS Group A Offenses: January – March 2022

| | Occurred | Unfounded | Actual | Cleared |
|---|---|---|---|---|
| 09 - Homicide Offenses | 1 | | 1 | 1 |
| 100 - Kidnapping/Abduction | 0 | | 0 | |
| 11 - Sex Offenses | 4 | 2 | 2 | 0 |
| 36 - Sex Offenses, Non-Forcible | 0 | | 0 | |
| 120 - Robbery | 14 | | 14 | 2 |
| 13A - Aggravated Assault | 8 | 1 | 7 | 4 |
| 13B - Simple Assault | 54 | | 54 | 51 |
| 13C - Intimidation | 7 | 1 | 6 | 6 |
| 200 - Arson | 1 | | 1 | 0 |
| 210 - Extortion/Blackmail | 0 | | 0 | |
| 220 - Burglary/Breaking and Entering | 24 | | 24 | 5 |
| 23A - Pocket-picking | 0 | | 0 | |
| 23B - Purse-snatching | 0 | | 0 | |
| 23C - Shoplifting | 22 | | 22 | 2 |
| 23D - Theft From Building | 12 | | 12 | 1 |
| 23E - Theft From Coin-Operated Machine or Device | 0 | | 0 | |
| 23F - Theft From Motor Vehicle | 85 | | 85 | 3 |
| 23G - Theft from Motor Vehicle Parts/Acccessories | 27 | | 27 | 0 |
| 23H - All Other Larceny | 29 | 1 | 28 | 2 |
| 240 - Motor Vehicle Theft | 75 | 3 | 72 | 2 |
| 250 - Counterfeiting/Forgery | 7 | | 7 | 0 |
| 26 - Fraud Offenses | 31 | | 31 | 6 |
| 270 - Embezzlement | 0 | | 0 | |
| 280 - Stolen Property Offenses | 0 | | 0 | |
| 290 - Destruction/Damage/Vandalism of Property | 41 | | 41 | 5 |
| 35 - Drug/Narcotic Offenses | 46 | | 46 | 40 |
| 370 - Pornography/Obscene Material | 0 | | 0 | |
| 39 - Gambling Offenses | 0 | | 0 | |
| 40 - Prostitution Offenses | 0 | | 0 | |
| 510 - Bribery | 0 | | 0 | |
| 520 - Weapon Laws Violations | 15 | | 15 | 6 |
| 64 - Human Trafficking | 0 | | 0 | |
| 720 - Animal Cruelty | 0 | | 0 | |
| GRAND TOTAL | 503 | 8 | 495 | 136 |

*Crime statistics as of 04/07/2022*

City of Duncanville

# NIBRS Group A Offense Count Comparison




*At the time of this report there was no March data for Lancaster PD

Data obtained from Texas DPS at https://txucr.nibrs.com/Report/CrimesIndex (April 11, 2022)

City of Duncanville

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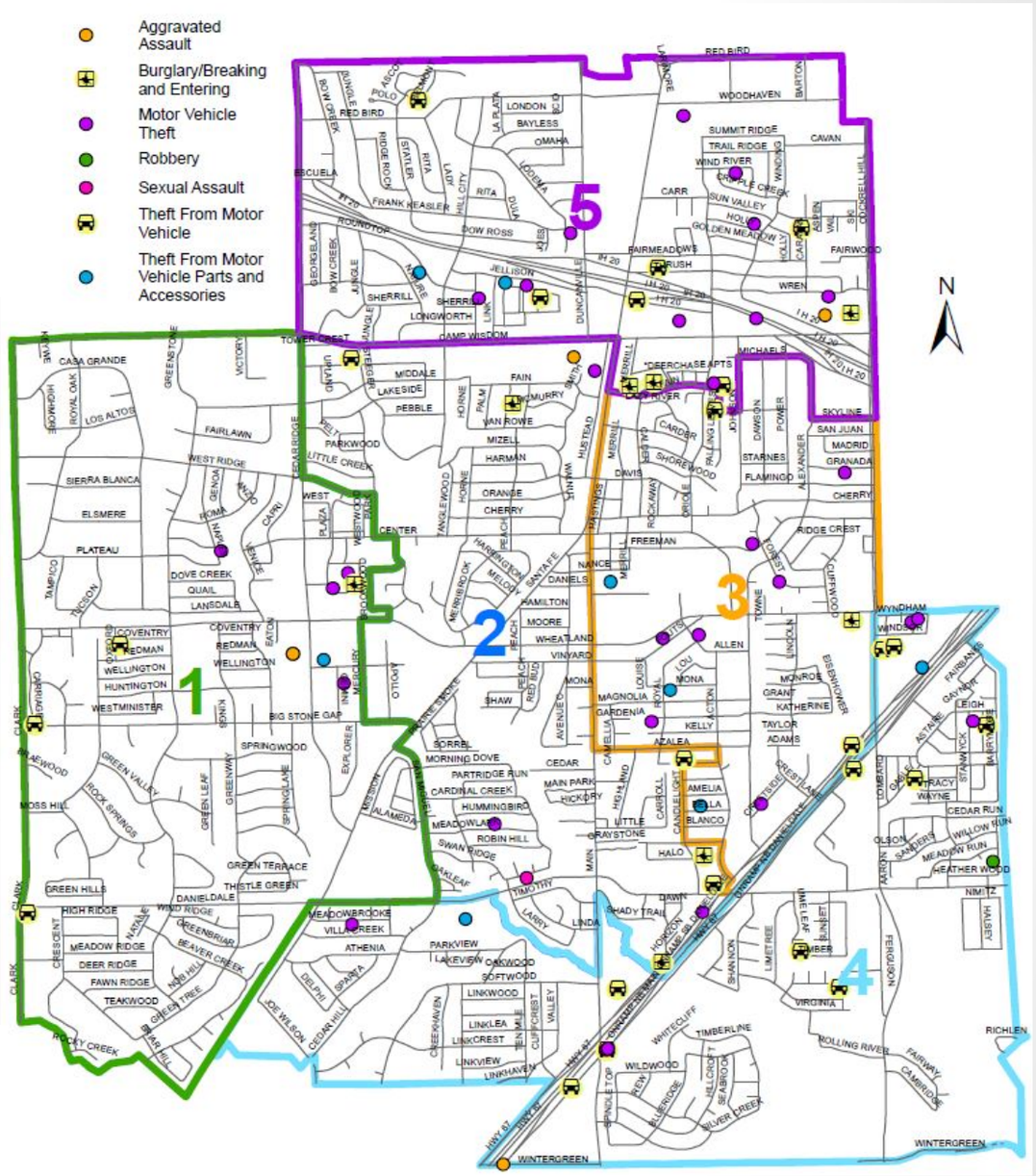
# January 2022 Major Crimes

| | District 1 | District 2 | District 3 | District 4 | District 5 |
|---|---|---|---|---|---|
| Agg. Assault | 1 | 1 | 0 | 1 | 1 |
| Burglary | 1 | 3 | 1 | 0 | 3 |
| Motor Vehicle Theft | 4 | 3 | 7 | 6 | 11 |
| Robbery | 0 | 0 | 0 | 1 | 0 |
| Sexual Assault | 0 | 1 | 0 | 0 | 0 |
| Theft from Motor Vehicle | 3 | 3 | 2 | 14 | 6 |
| Theft From Motor Vehicles Parts and Accessories | 2 | 0 | 3 | 2 | 4 |
| **Total** | **11** | **11** | **13** | **24** | **25** |




City of Duncanville

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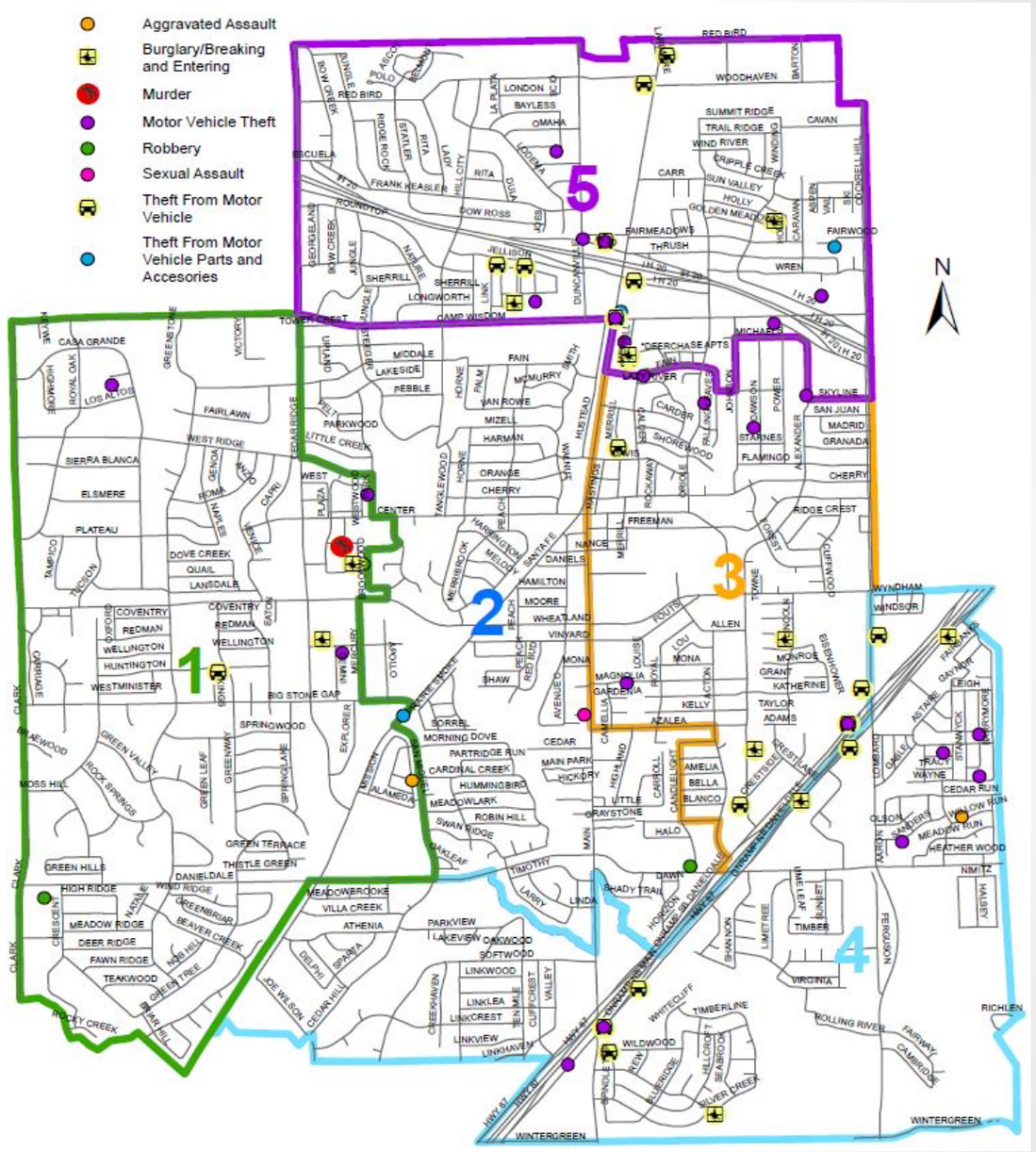
# February 2022 Major Crimes

| | District 1 | District 2 | District 3 | District 4 | District 5 |
|---|---|---|---|---|---|
| Agg. Assault | 1 | 0 | 0 | 1 | 0 |
| Burglary | 3 | 0 | 2 | 3 | 3 |
| Motor Vehicle Theft | 4 | 0 | 4 | 6 | 11 |
| Murder | 1 | 0 | 0 | 0 | 0 |
| Robbery | 2 | 1 | 0 | 0 | 0 |
| Sexual Assault | 0 | 1 | 0 | 0 | 0 |
| Theft from Motor Vehicle | 1 | 0 | 6 | 10 | 8 |
| Theft From Motor Vehicles Parts and Accessories | 1 | 0 | 1 | 0 | 5 |
| **Total** | **13** | **2** | **13** | **20** | **27** |




City of Duncanville

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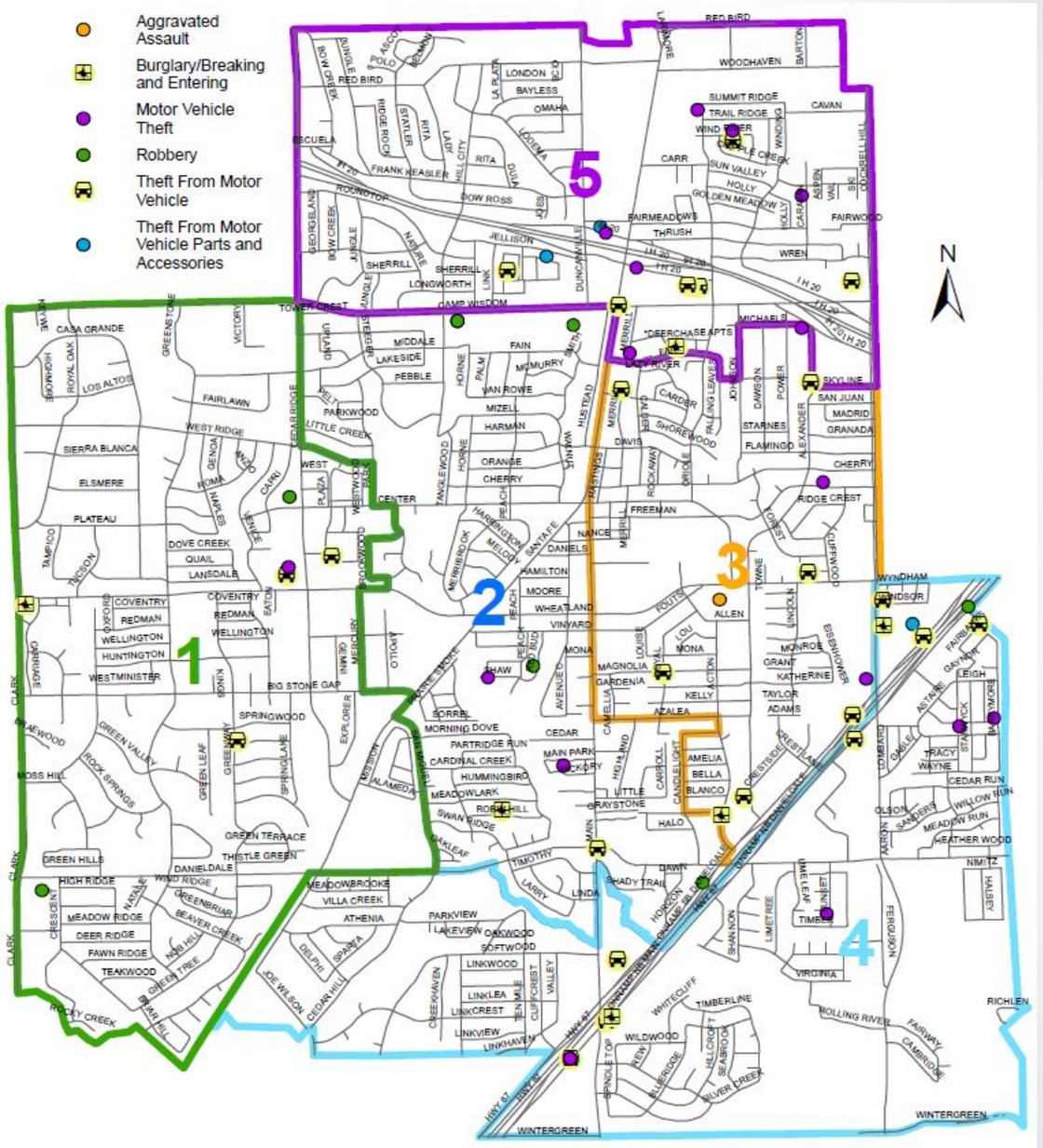
# March 2022 Major Crimes

| | District 1 | District 2 | District 3 | District 4 | District 5 |
|---|---|---|---|---|---|
| Agg. Assault | 0 | 0 | 1 | 0 | 0 |
| Burglary | 1 | 1 | 1 | 3 | 1 |
| Motor Vehicle Theft | 1 | 2 | 2 | 7 | 7 |
| Robbery | 2 | 7 | 0 | 1 | 0 |
| Theft from Motor Vehicle | 3 | 1 | 6 | 16 | 6 |
| Theft From Motor Vehicles Parts and Accessories | 0 | 0 | 0 | 5 | 4 |
| **Total** | **7** | **11** | **10** | **32** | **18** |




City of Duncanville

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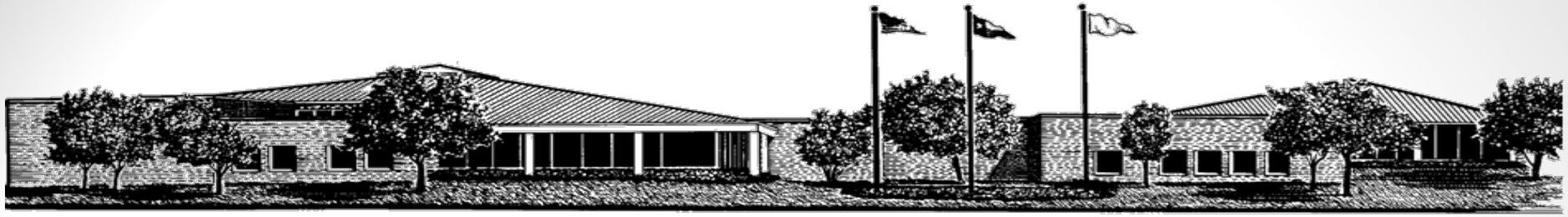
# Thank you

## Any questions?



City of Duncanville

# ECONOMIC DEVELOPMENT QUARTERLY REPORT

*AGUSTIN "GUS" GARCIA; MANAGING DIRECTOR, DEVELOPMENT SERVICES*
*CLAY MANSELL; MANAGER, ECONOMIC DEVELOPMENT*
*MAY 17, 2022*

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

# Table of Contents

- ARPA
- Ladd Property
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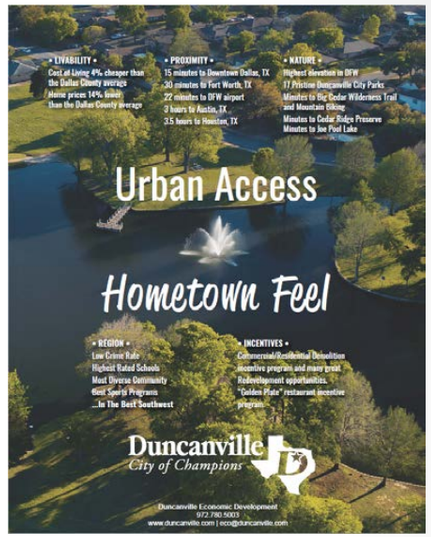
- Redistricting
- Legislative Updates
- Economic Development Marketing Guide
- Incentive Applicants
- Budget Process
- Business Roundtables
- Food Truck Efforts
- Policy Revision
- TIF/HOT Tax Annual Report
- Flavor of Duncanville
- Training
- Strategic Plan Update
- New Hire
- UTSW Job Fair

City of Duncanville

# Major Projects / Accomplishments

- ARPA (American Rescue Plan Act)
  - 52 applicants as of (05/03).
    - First review of candidates: May 9.
    - Businesses informed of status (acceptance/denial): May 16.
    - Grant administration begin: May 23.
- Ladd Property
  - Community initiated a petition February/March 2022 for the perseveration of the Ladd property.
- Wheatland Plaza. Completed April 2022.
  - 402 E Wheatland Rd Revitalization. DCEDC $2mil ($1.5mil grant / $500k CD).
- Redistricting. Completed December 2021.
- Legislative Update. Completed January 2021.
- Dallas Regional Chamber Economic Development Guide. February 2022.

# Ongoing Projects / Operations




- Incentive Applications
  - 5 incentive applications (as of 04/14) totaling roughly $245,000
    - Sarah Mitchell was approved Jan 24, for $14,800.
    - An applicant for 400 E Center St – motion to approve was not seconded.
    - 3 pending; consideration of applications at next meeting (June).
- DCEDC Budget.
- Business Roundtables.
- Food truck efforts.
- DCEDC Policy revisions.
- State-mandated annuals reports submitted (TIF, HOT).
- Flavor of Duncanville
  - Had an opportunity to educate many businesses on ARPA and meet and discuss the role economic development plays.
- Continuing education / Training
  - Clay Mansell graduated from OU Economic Development Institute – a major milestone for economic development professionals.
  - Gus Garcia graduated from the Executive Leadership Institute (ELI).
- Development Services Department – Economic Development, Planning Zoning , Neighborhood Services, Building & Inspections merged under department.
  - Pre-Development Meetings (interdepartmental cooperation)
- UT Southwestern Redbird Medical Center Job Fair.
  - April 27. 9am to 7pm at the Fieldhouse. Eventbrite sign-up available now.

# UT Southwestern Medical Center at RedBird

## Spring 2022 Hiring Event | *Duncanville Fieldhouse*

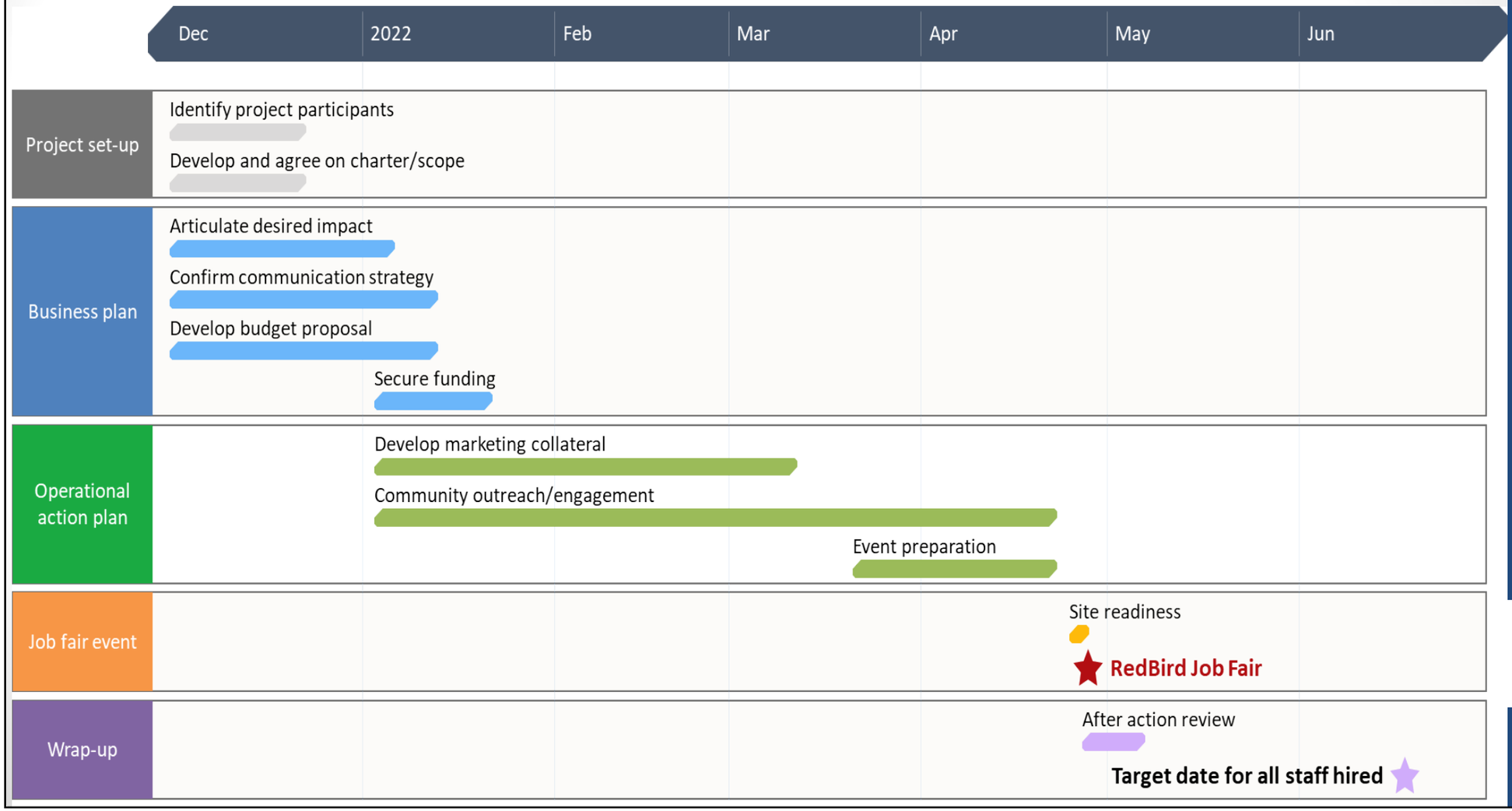
- UT Southwestern, in partnership with the DCEDC, held their first hiring event to recruit talent for their brand-new Redbird Medical Center. The event was hosted in Duncanville at the Duncanville Fieldhouse. The event saw roughly 550 registrants and  200 interviewed candidates. From that, 55 people left with contingent job offers.

UT Southwestern
Medical Center

City of Duncanville

# UT Southwestern Medical Center at RedBird

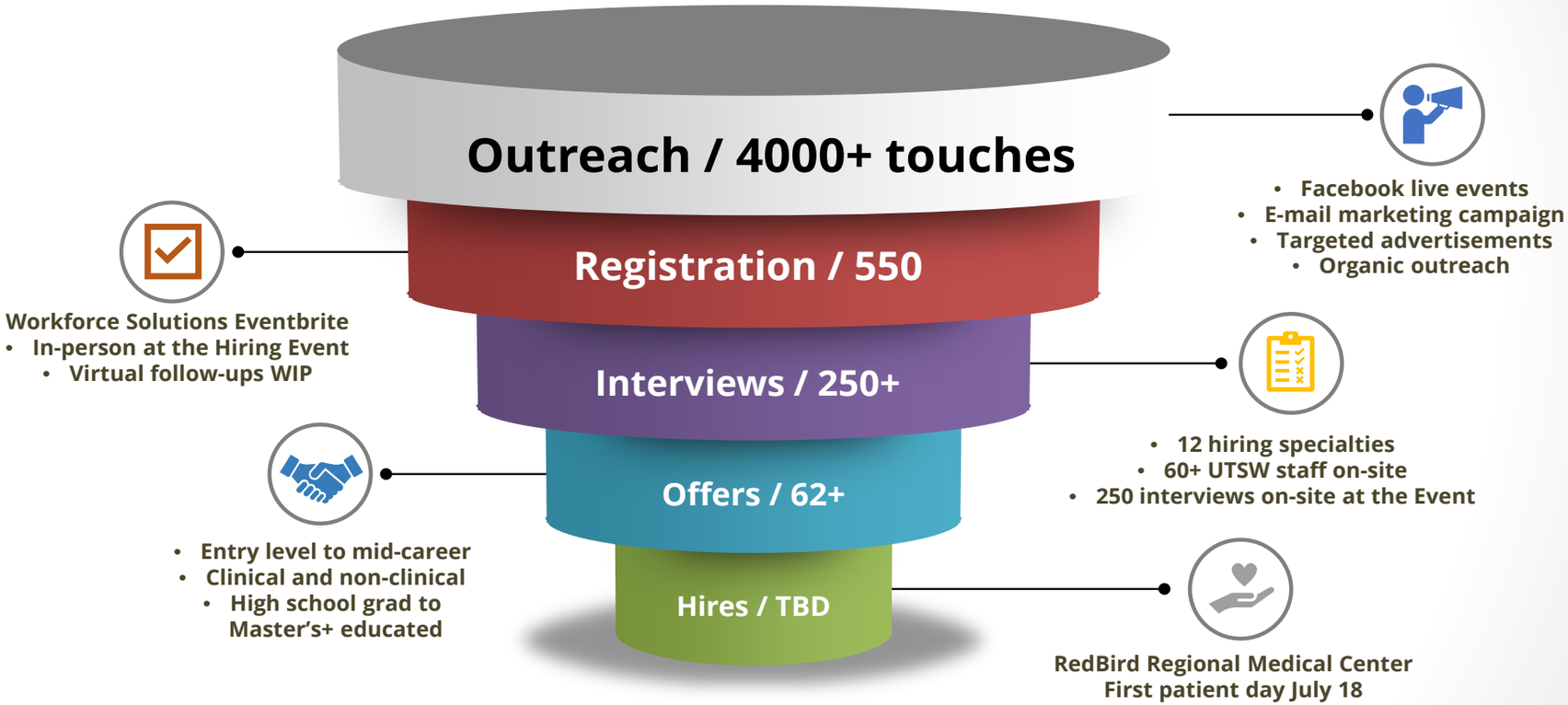
## Spring 2022 Hiring Event | *Timeline*




City of Duncanville

# UT Southwestern Medical Center at RedBird

## Spring 2022 Hiring Event | *Wrap-up notes and impact*




City of Duncanville

**"…We couldn't be more excited. Preliminary numbers already far exceed my expectations. Our team is very pleased with the numbers and the quality of the applicants. The success, in large measure, is due to [Duncanville's] generous offer to provide an ideal site and partner with other organizations... in the southwest Dallas County area."**
Ruben Esquivel – VP of Community and Corporate Relations UTSW Medical Center

UT Southwestern
Medical Center

City of Duncanville

# Thank you!

UT Southwestern
Medical Center

City of Duncanville

# Questions?