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, June 7, 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, June 7, 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.

This is an open meeting conducted by in person and video conference.

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, June 7, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – June 7th.
- 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_BWJhMfJISOGMEgz07U4qqQ

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. Discuss Annual City Council Calendar. 6 - 8

Annual City Council Calendar

B. Briefing on the Ladd Committee.

EXECUTIVE SESSION

1. "City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney relating to prohibition on camping in a public place and/or to otherwise prohibit camping by homeless individuals."

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

CALL TO ORDER
INVOCATION - Pastor Robert Castillo, Duncanville's First Baptist Church
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Proclamation in recognition of Juneteenth Day in Duncanville 2022. 9 - 12

Proclamation - Juneteenth

B. Presentation of the Keep Duncanville Beautiful May 2022 Business Beautification Award Plaque and Proclamation to the Starbucks located at 106 East Hwy. 67. 13 - 16

May 2022 Business Beautification Award - La Quinta Inn & Suites

C. Recognition of Keep Duncanville Beautiful Summer 2022 Curb Appeal Residential Properties. 17 - 21

Keep Duncanville Beautiful Summer 2022 Curb Appeal

D. Discussion of potential TxDOT sites for beautification with 2021 GCAA award funds. 22 - 23

2021 GCAA Award Funds

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.

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, June 7, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – June 7th.
- 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 May 10, 2022 City Council Special Meeting, the May 17, 2022 City Council Regular Meeting, and the May 26, 2022 City Council Special Meeting. 24 - 36

2022-05-10 - Special - City Council - Minutes - UNAPPROVED
2022-05-17 - City Council - Minutes - UNAPPROVED
2022-05-26 - Special - City Council - Minutes - UNAPPROVED

B. Consider a Resolution authorizing a cooperative purchasing agreement with Rockdale Country Ford, LLC through BuyBoard Contract #601-19 to approve the procurement of eight Ford SUVs in the total expenditure amount of $252,385.00. 37 - 47

Ford SUVs

C. Consider a Resolution authorizing the acceptance of a grant from the Texas Department of Transportation Selective Traffic Enforcement Program in the amount of $12,000.00, utilized to fund high visibility speed deterrence patrols during operation slow down. 48 - 51

Selective Traffic Enforcement Program (STEP)

D. Consider a Resolution authorizing Fiscal Year 2021 and Fiscal Year 2022 procurement of Police Ammunition from GT Distributors, Inc, Austin, TX, through Buyboard contract #603-20, for the contractually discounted price, in an amount not to exceed $128,000.00 — 52 - 57

PD FY22 GT AMMUNITION ORDER

E. Consider a Resolution authorizing the final contract renewal with Core & Main, LP, with an estimated expenditure amount of $250,000.00. — 58 - 75

Core & Main, LP

F. Consider a Resolution suspending the June 17, 2022 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the Public as required by law; requiring notice of this Resolution to the company and legal counsel for the Steering Committee. — 76 - 80

Oncor

G. Consider a Resolution approving an offer of a Hotel Occupancy Tax Grant for the FY22-23 Budget in the amount of $85,000 to Hoopfest Basketball Organization for the 14th Annual Thanksgiving Hoopfest to directly enhance and promote tourism and the hotel industry; conditional upon approval in the FY 22-23 Budget. — 81 - 96

HOT Fund Application- Hoopfest Basketball Organization

H. Consider a Resolution approving the submittal of the FY2022 Community Development Block Grant (CDBG) Project/Activity Applications for CDBG funds with Dallas County. — 97 - 112

FY2022 Community Development Block Grant (CDBG) Project

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Conduct a Public Hearing (2022-10) for consideration and action regarding the request of Antonio Zampella, Applicant, representing Eagle Rose Construction, LLC., Owner, to include a Planned Development "PD" for Planned Development/Single-Family Residential District on Woodhaven, Block 5, Lots 4-6, more commonly known as 618, 702, and 708 Cavan Road, Duncanville, Dallas County, Texas. — 113 - 170

618, 702, and 708 Cavan Road

B. Consider a Resolution approving the allocation for an ambulance, additional funds for Small Business Grants, and outdoor fitness equipment from the American Rescue Plan Act Funding for Coronavirus State and Local Fiscal Recovery Funds in accordance with U.S. Department of Treasury guidelines. — 171 - 175

Small Business Grants from the American Rescue Plan Act Funding

C. Consider a Resolution approving the Guaranteed Maximum Price (GMP) Amendment to the terms and conditions of the Standard Form of Agreement RFQ #19-026 with Core Construction Services of Texas, Inc., in the proposed amount of $7,591,908.00 to provide for the construction of a new Fire Station No. 1. — 176 - 228

Construction of New Fire Station No. 1

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

6. STAFF AND BOARD REPORTS

A. Receive the Library Quarterly Report. 229 - 238
Quarterly Report

B. Receive the Parks & Recreation Quarterly Report. 239 - 246
Quarterly Report

C. Receive the Fieldhouse Quarterly Report. 247 - 258
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: **Friday, June 3, 2022, at 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

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

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

STAFF REPORT

MEETING: City Council - 07 Jun 2022

TITLE:
Discuss Annual City Council Calendar.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Kristin Downs, City Secretary

BACKGROUND/HISTORY:
Discussion regarding special meetings and cancelation of meetings.

POLICY EXPLANATION:
City Council discuss 2022 calendar of events and provide input to staff for planning purposes.

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 - City Council Calendar

June 2022

June 2022

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 29	30	31	Jun 1 [redacted]t	2	3	4 13th Annual Fire Truck Pull Keep Texas Waterways Clean - More Info. 7:00pm Classic Rock
5	6 6:00pm working on rescheduling - Special Meeting - Water/Wastewater Rate Survey (Council	7 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	8	9	10	11
12	13 11:30am Scholars Luncheon (Thorntree Country Club) 6:00pm Tentative Special Meeting	14 6:00pm Tentative Special Meeting (Briefing Room) - City Council Calendar	15	16	17	18 duncanSWITCH - Chamber Event 6:00pm Juneteenth (Lancaster Community Park -
19	20 Out - Juneteenth	21 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	22	23	24	25
26	27 Special Meeting - Budget Overview	28 [redacted]	29	30 [redacted]t	Jul 1	2

July 2022

July 2022

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 26	27	28	29	30	Jul 1	2
3	4	5 Cancel?	6	7	8	9
	6:00pm Independence Day 4th of July (Armstrong/Amphith	6:00pm City Council Meeting (City Council Briefing Room /				
10	11	12	13	14	15	16
						duncanSWITCH - Chamber Event
						KDB Community Clean-up Day - More
17	18	19	20	21	22	23
		6:00pm City Council Meeting (City Council Briefing Room / Chambers)				
24	25	26	27	28	29	30
	Boards and Commissions Interviews				File Budget with City Secretary	
31	Aug 1	2	3	4	5	6

STAFF REPORT

MEETING: City Council - 07 Jun 2022

TITLE:
Proclamation in recognition of Juneteenth Day in Duncanville 2022.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
On June 19, 1865, Union soldiers led by Major General Gordon Granger arrived at Galveston, Texas to enforce President Lincoln's Emancipation Proclamation and declare freedom for all slaves. Each year thereafter, former Texas slaves and their descendants joined in a celebration of freedom on June 19th, and the day became known as "Juneteenth". On August 3, 2021, the Duncanville City Council approved a resolution establishing Juneteenth as a city-observed holiday.

POLICY EXPLANATION:
The annual Best Southwest Juneteenth Celebration will be held on June 18, 2022 from 6:00 - 10:00 p.m. at Lancaster Community Park, 1700 Veterans Memorial Parkway, Lancaster, TX 75134. We encourage all elected officials and citizens to join in the celebration.

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 - Flyer - Juneteentth 2022
Attachment 2 - Proclamation - Juneteenth 2022

LANCASTER COMMUNITY PARK
1700 VETERANS MEMORIAL PARKWAY
LANCASTER, TX 75134
SATURDAY, JUNE 18, 2022
6:00PM-10:00PM
Special Guest
Bobby V.
Celebrating
BEST SOUTHWEST JUNETEENTH CELEBRATION
CEDAR HILL
LANCASTER
DESOTO
DUNCANVILLE
HOSTED by Celebrity the Comedian
Juneteenth
LIVE MUSIC
VENDORS
FOOD
FASHION SHOW
ULTRA CARE PHARMACY
PH 469-297-4877
FAX 469-297-4878
(626) 394-2656
Olivers Fabulous Foods
Presented by
City of Lancaster
in conjunction with
Cedar Hill, DeSoto &
Duncanville

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, on June 19, 1865, Union soldiers led by Major General Gordon Granger arrived at Galveston, Texas to enforce President Lincoln's Emancipation Proclamation and declare freedom for all slaves; and

WHEREAS, each year thereafter, former Texas slaves and their descendants joined in a celebration of freedom on June 19th, and the day became known as "Juneteenth"; and

WHEREAS, across our nation, Americans continue to celebrate Juneteenth, a day to reflect upon the sufferings of slavery and to remember the joyful declaration of freedom; and

WHEREAS, it is a time of rejoicing with family and friends and a time for planning the future; and

WHEREAS, the 2022 Best Southwest Juneteenth Celebration will be held June 18, 2022 from 6:00 – 10:00 p.m. at Lancaster Community Park, 1700 Veterans Memorial Parkway, Lancaster, TX 75134.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim June 19, 2022 as

JUNETEENTH RECOGNITION DAY IN DUNCANVILLE

and urge all citizens to acknowledge the importance of this date in the history of the African American culture. This celebration acknowledges the history of an important part of American society and aids in unifying our city, and our nation as a whole.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 7th day of June, 2022.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 07 Jun 2022

TITLE:
Presentation of the Keep Duncanville Beautiful May 2022 Business Beautification Award Plaque and Proclamation to the Starbucks located at 106 East Hwy. 67.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Timothy Hamilton, Assistant Director of Parks & Recreation/KDB Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Business Beautification Award was designed to fill this goal for commercial property recognition. The KDB Board has nominated the Starbucks located at 106 East Hwy. 67 as the May 2022 Business Beautification Award recipient.

POLICY EXPLANATION:
Up to one commercial building in Duncanville is recognized each quarter for significant improvements to the exterior portion of a building, landscape improvements, and/or long-term maintenance of the commercial property that exemplifies high quality standards. Award recipients receive recognition at a regular City Council meeting; an article in the City newsletter, the Champion; and a sign to display at their place of business for the month.

The Keep Duncanville Beautiful (KDB) Board nominates the Business Beautification Award. The property must be in good standing with the City's Code Enforcement and Building Inspections Departments.

The KDB Board follows the criteria identified below:

- Property must be retail/professional office/commercial/industrial or other business use.
- Property must be located within the city limits of Duncanville, Texas.

- Significant exterior improvements and/or superior maintenance of the property must be made to the property, or the property is new construction.

Improvements can include new landscaping, repainting a building, paving a parking lot, adding awnings, new signage, etc.

FUNDING SOURCE:

ORG and Object Number
12011100-700230

Available Budget	**Purchase Amount**	**After Encumber**
$75.00	$75.00	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - Starbucks
Attachment 2 - Proclamation - Starbucks

EXIT
ONLY

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the City of Duncanville is committed to improving the physical quality of community life; and

WHEREAS, the *Keep Duncanville Beautiful Board* was established to promote this commitment; and

WHEREAS, the mission of the *Keep Duncanville Beautiful Board* is to empower Duncanville citizens and businesses to take responsibility for enhancing their community environment; and

WHEREAS, each quarter the *Keep Duncanville Beautiful Board* recognizes one commercial property within the City for significant improvements to the exterior portion of the property, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards; and

WHEREAS, the Starbucks located at 106 East Hwy. 67 has been selected as the Business Beautification Award recipient for May 2022.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas, do hereby urge all residents to join me in congratulating the Starbucks located at 106 East Hwy. 67 and commending this business for contributing to the beautification of our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville to be affixed this 7th day of June, 2022.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 07 Jun 2022

TITLE:
Recognition of Keep Duncanville Beautiful Summer 2022 Curb Appeal Residential Properties.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Timothy Hamilton, Assistant Director of Parks & Recreation/KDB Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Curb Appeal Program was designed to fill this goal for residential property recognition. The properties chosen for the Summer 2022 Curb Appeal Residential Properties include:

District 1: Ronald & Leatrice Morris
607 Green Hills Rd.
Duncanville, TX 75137

District 2: Susie Taylor
250 Timothy Trl.
Duncanville, TX 75137

District 3: Rosalba & Tereso Retana
507 Flamingo Way
Duncanville, TX 75116

District 4: Moses Padierna
303 Silver Creek Dr.
Duncanville, TX 75137

District 5: Samuel & Teri Germany
1247 Lodema Ln.
Duncanville, TX 75116

POLICY EXPLANATION:
One residential property for each of the five Council Districts in Duncanville is recognized each season for significant improvements to the exterior portion of the residence, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards. Upon approval from the property owners, each recipient receives a sign placed in their yard for a period of one month as well as bag of gardening gifts, recognition at a regular City Council meeting, and an article including photo of the property in the City's newsletter, the *Champion*.

A Keep Duncanville Beautiful (KDB) Board sub-committee selects the Curb Appeal properties for nomination – one property per sub-committee member.

The KDB Board follows the criteria identified below:

- Property must be located within the city limits of Duncanville, Texas
- Neatness
- Flowers not mandatory
- House in good condition
- Landscaping consistent with building
- Overall maintenance (i.e. paint, shrubs etc.)
- Subjective

No seasonal decorations are considered in the judging.

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 - 07 Jun 2022

TITLE:
Discussion of potential TxDOT sites for beautification with 2021 GCAA award funds.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Timothy Hamilton, Assistant Director of Parks & Recreation/KDB Staff Liaison

BACKGROUND/HISTORY:
On Earth Day 2021, Keep Texas Beautiful announced that Keep Duncanville Beautiful was the winner of the 2021 Governor's Community Achievement Award for their population category. The winner in this category is awarded $210,000 for landscaping from the Texas Department of Transportation in their right-of-ways. The goal is to construct a landscape project that fulfills the winning City's expectations & meets TxDOT's design, safety, maintenance, and funding requirements. Unfortunately, gateway monuments are no longer an approved item for these funds that originate with the Federal Highway Administration and are passed through by TxDOT.

POLICY EXPLANATION:
City Council will be presented with two focus areas that have already been vetted by TxDOT and meet their requirements. Staff is seeking direction on which focus area to pursue and will bring back more developed plans once they are provided by TxDOT based on City Council's preference.

FUNDING SOURCE:

ORG and Object Number
N/A - $210,000 of TxDOT funds

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

ACTION ALTERNATIVES:
N/A

Duncanville City Council Meeting Minutes
Special Meeting
Tuesday, May 10, 2022

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Tuesday, May 10, 2022, at 6:24 pm in the Council Chambers at City Hall with a quorum to wit:

COUNCIL PRESENT:

Mayor Barry L. Gordon
Mayor Pro Tem Patrick Harvey
Councilmember Joe Veracruz
Councilmember Don McBurnett - absent
Councilmember Jeremy Koontz
Councilmember Mark D. Cooks
Councilmember Greg Contreras

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 Special Meeting in person at 6:00PM on Tuesday, May 10, 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.

This is an open meeting conducted in person.

Due to limited seating in council chambers, persons or participants may attend by video conference 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 10, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – May 10th.
- First and Last Name; and address.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

1. CALL TO ORDER.

2. RECEIVE PUBLIC COMMENTS.

Pursuant to City practice, Citizen Comments 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 10, 2022.
- Email: kdowns@duncanville.com
- Email title: Public Comment – May 10th
- First and Last Name; and address.
- *The Secretary will still set a two-minute time limit on the comments as they are read.*

No comments.

Mayor Gordon recessed Regular Session at 6:28 p.m. due to technical issues.

Mayor Gordon reconvened Regular Session at 6:48 p.m., and City Council moved to the Briefing Room.

UNAPPROVED

3. PRESENTATIONS

Receive a presentation from McConnell & Jones, LLP. on the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2021, including the independent auditor's report.

Managing Director of Fiscal Services Atmore presented the item.

Mayor Pro Tem Harvey spoke on the Audit Committee Meeting and the discussions with the Auditors, why the report was late, staff and training, and stated the Audit Committee would meet four times a year now.

Councilmember Koontz questioned why the new report stated no findings were noted, and at the first Audit Committee meeting that was held, there were significant findings.

City Manager Ferrell-Benavides stated staff saw the list of findings and asked for examples. Once staff examined the examples, they were not correct, and staff had proof of all documentation provided to the Auditors.

Mayor Pro Tem Harvey stated the Auditors had to learn to work with staff, and staff had to work with the Auditors.

Councilmember Cooks stated the Auditors were not on site during the entire audit.

4. ACTION ITEM

A. A motion to accept the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2021, including the independent auditor's report from McConnell & Jones, LLP.

Councilmember Mark D. Cooks made a motion, Mayor Pro Tem Patrick Harvey seconded the motion. The vote was cast 6 for, 0 against (Councilmember McBurnett was absent). Item passed.

5. STAFF AND BOARD REPORTS

A. Receive the Monthly Financial Report as of February 28, 2022.

Managing Director of Fiscal Services Atmore presented the item.

The meeting was adjourned at 8:19 pm.

6. ADJOURNMENT

The meeting was adjourned at 8:19 pm.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

UNAPPROVED

NDuncanville City Council Meeting Minutes
Regular Meeting
Tuesday, May 17, 2022

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, May 17, 2022, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT:
Mayor Barry L. Gordon
Mayor Pro Tem Patrick Harvey
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Mark D. Cooks
Councilmember Greg Contreras

COUNCIL ARRIVING AT: Councilmember Jeremy Koontz – 6:03 p.m.

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 1 – May 7, 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 17.
- 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.

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.

Mayor Gordon voiced his concerns about the new information brought to his and possible other Councilmembers' attention by the applicant. Mayor Gordon proposed to open all three Public Hearings (Items 5A, 5B, and 5C) and ask for a continuation of the Public Hearings at the June 21, 2022, Regular City Council meeting.

Councilmember Contreras requested Council be made aware of the discussions between the applicant and staff.

Mayor Pro Tem Harvey stated he would make the motion.

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I.2. BRIEFINGS / PRESENTATIONS

I.2.A. ***Receive and Discuss the Star Transit Service Strategic Partnership Proposal.***

Managing Director of Development Services Garcia introduced Kim Britton, Star Transit. Ms. Britton spoke on Star Transit basics, service areas, demand response, bus routes, and same-day service.

The Council questioned pricing, service demand, and a customer service advocate. Council concluded to move forward.

Briefing Session was adjourned at 6:53 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 7:03 p.m., with Mayor Gordon presiding.

Councilmember Jeremy Koontz delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

IV. CANVASS OF ELECTION AND OATHS

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

City Attorney Hager read the Resolution.

Mayor Pro Tem Patrick Harvey made a motion to approve the item as stated, Councilmember Greg Contreras seconded the motion. The vote was cast 7 for, 0 against. Item passed.

IV.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.***

City Secretary Downs swore in Don McBurnett, District 2 and Karen Cherry, District 4.

V. RECESS FOR RECEPTION

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

V.2 ***Celebrate your Elected Officials Day.***

Mayor Gordon recessed Regular Session at 7:27 p.m.

Mayor Gordon reconvened Regular Session at 7:40 p.m.

V.1. REPORTS

V.1.A. ***Mayor's Report.***

Mayor Gordon recognized Asian-Pacific Heritage Month, Jewish American Heritage Month, and Military Appreciation Month.

V.1.B. ***Councilmembers' Reports***

Councilmember McBurnett thanked Councilmember Cooks for his service and welcomed Councilmember Cherry.

Councilmember Contreras spoke on the PIP program.

V.1.C. ***City Manager's Report.***

City Manager Ferrell-Benavides spoke on upcoming Parks and Recreation and Library events.

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V.2. PROCLAMATIONS AND PRESENTATIONS

V.2.A. ***Proclamation recognizing May 1 – 7, 2022, as Drinking Water Week.***
Councilmember McBurnett read the proclamation.

V.2.B. ***Proclamation recognizing May 15 – 21, 2022, as National Public Works Week.***
Councilmember Contreras read the proclamation.

V.2.C. ***A Proclamation to designate the Week of May 15-21, 2022, as Emergency Medical Services Week.***
Councilmember Veracruz read the proclamation.

V.3. CITIZENS' INPUT

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

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No one spoke.

V.4. CONSENT AGENDA

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

V.4.A. ***Consider the Minutes for the April 19, 2022, City Council Regular Meeting.***

V.4.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.***

Councilmember Don McBurnett made a motion to approve the item as stated, Mayor Pro Tem Patrick Harvey seconded the motion. The vote was cast 7 for, 0 against. Item passed.

V.5. ITEMS FOR INDIVIDUAL CONSIDERATION

V.5.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.***
Mayor Gordon voiced his concerns about the new information brought to his and possible other Councilmembers' attention by the applicant. Mayor Gordon proposed to open all three Public Hearings (Items 5A, 5B, and 5C) and ask for a continuation of the Public Hearings at the June 21, 2022, Regular City Council meeting.

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Mayor Gordon opened the Public Hearing at 8:11 p.m.

Mayor Pro Tem Patrick Harvey made a motion to continue Items 5A, 5B, and 5C until the June 21, 2022, Regular City Council meeting, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against. Item passed.

V.5.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.***
Moved to continuance at the June 21, 2022 Regular City Council meeting.

V.5.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.***
Moved to continuance at the June 21, 2022 Regular City Council meeting.

V.5.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.***
Engineering Manager MacLean presented the item.

Proposed Amendments:

Article V 'Provisions for Flood Hazard Reduction'

- MEP & HVAC Facilities - Section 9A-41 Section (4)
- Manufactured Homes Section 9A-42 Section (4)
- Shallow Flooding Zones (AO/AH) Section 9A-44 Section (1)

Sec 9A-41 General Standards

(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;

Sec 9A-42 Specific Standards

(4) 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 ~~**either**~~:

(i) The lowest floor of the manufactured home is at least two feet above the base flood elevation: ~~**or**~~ **and**

Sec 9A-44

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

Councilmember Koontz requested to provide public education on the changes.

City Manager Ferrell-Benavides agreed.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Joe Veracruz seconded the motion. The vote was cast 7 for, 0 against. Item passed.

V.5.E. ***Take any necessary action as a result of the Executive Session.***
Executive Session was not held.

V.6. STAFF AND BOARD REPORTS

V.6.A. ***Receive the Monthly Financial Report as of March 31, 2022.***
Managing Director of Financial Services Atmore presented the item.

V.6.B. ***Receive the Fiscal Year 2022 Second Quarter Investment Report as of March 31, 2021.***
Managing Director of Financial Services Atmore presented the item.

V.6.C. ***Receive the Police Department Quarterly Report.***
Police Chief LiVigni presented the item.

V.6.D. ***Receive the Economic Development Department Quarterly Report.***
Manager Mansell presented the item.

VI. ADJOURNMENT

The meeting was adjourned at 9:14 p.m.

APPROVED:

_____
MAYOR

ATTEST:

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CITY SECRETARY

UNAPPROVED

Duncanville City Council Meeting Minutes
Special Meeting
Thursday, May 26, 2022

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Thursday, May 26, 2022, at 6:00 pm in the Council Chambers at City Hall with a quorum to wit:

COUNCIL PRESENT:

Mayor Barry L. Gordon
Mayor Pro Tem Patrick Harvey – arrived at 7:58 p.m.
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry – via videoconference
Councilmember Greg Contreras

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 Special Meeting in person and by video conference at 6:00 pm on Thursday, May 26, 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.

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- Email citysecretary@duncanville.com
- Email title: Public Comment – May 26th.
- 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_tN0nm0qARNmCexe7i5DTGw

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

1. CALL TO ORDER

Mayor Gordon stated Councilmember Cherry would be attending the meeting via videoconference and will be audio only.

Mayor Gordon moved citizen comments before Executive Session.

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"

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

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Christopher Price, 214 Cliffwood Drive – submitted a comment on development ideas.

Mayor Gordon recessed Regular Session at 6:07 p.m. for Council to convene into Executive Session.

Executive Session was called into session at 6:07 p.m.

2. EXECUTIVE SESSION

"City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding the following matters:

a. Pamela McAllister v. City of Duncanville Case No. 05-22-00451-CV in the Fifth Court of Appeals.
b. Legal issues involving Special Use Permits for Short Term Rentals under the Duncanville Comprehensive Zoning Ordinance and Code of Ordinance."

{Councilmember Cherry joined Executive Session 6:12 p.m.}
{Councilmember Koontz left Executive Session at 7:12 p.m.}

Mayor Gordon recessed Executive Session at 7:13 p.m.

Mayor Gordon reconvened Executive Session 7:16 p.m.

{Councilmember Koontz returned via phone at 7: 16 p.m.}
{Councilmember Koontz left at 7:58 p.m.}
{Mayor Pro Tem Harvey arrived at 7:58 p.m.}

Mayor Gordon closed Executive Session at 8:00 p.m.

Mayor Gordon reconvened Regular Session 8:08 p.m.

No action taken as result of Executive Session.

4. CITY MANAGER OVERVIEW OF BUDGET PROCESS AND ORGANIZATIONAL ALIGNMENT.

City Manager Ferrell-Benavides spoke on the budget process and Managing Director of Development Services Garcia presented the sales tax outlook.

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City Manager Ferrell-Benavides discussed the organization structure, strategic pillars and goals, and organizational recommendations.

5. FY 22-23 BUDGET CALENDAR

Chief Innovation Officer Otey presented the item.

6. FY 20-21 BUDGET PERFORMANCE (REVENUE VS. EXPENDITURE)

Managing Director of Financial Services Atmore presented the item.

{Councilmember Cherry left the meeting at 8:56 p.m.}

Fund Balances for all Funds-FY 20-21

AUDITED END-OF-YEAR FUND BALANCES- FY 2021

FUND #	FUND DESCRIPTION	FY 2022-EST BEG FUND BAL	FY 2021-AUDITED ENDING BUND BAL	DIFF	NOTES
001	GENERAL FUND	15,362,930	15,256,108	*106,822*	Audit Adj.
002	UTILITY FUND	13,787,991	15,027,844	*(1,239,853)*	Auditors included Fixed Assets and Fund 017
005	DEBT SERVICE FUND	1,385,475	1,385,475	-	
008	COMPREHENSIVE SELF INS	762,925	762,923	*2*	
010	HOTEL TAX FUND	2,731,473	2,731,474	*(1)*	
012	ECONOMIC DEVELOPMENT	5,013,634	5,013,633	*1*	
013	GRANTS & DONATION FUND	306,889	306,890	*(1)*	
015	DRAINAGE FUND	1,133,367	1,125,664	*7,703*	
016	FLEET REPLACEMENT FUND	2,110,810	2,110,807	*3*	
017	UTILITY CAPITAL PROJECTS	(143,641)		*(143,641)*	Included in Fund 002
019	SANITATION FUND	838,839	838,612	*227*	
020	STREET CIP FUND	195,745	195,745	-	
021	PAVING ASSESSMENT FUND	-	-	-	
024	PARKING CIP FUND	21,043	21,043	-	
025	ALLEY IMPROVEMENT FUND	218,837	218,837	-	
026	CAPITAL PROJECTS CIP	19,771,548	19,771,548	-	
031	TRAFFIC IMPROVEMENT & SAFETY	243,522	243,522	-	
032	INFO TECH REPLACEMENT FUND	105,798	105,798	-	
033	TAX INCREMENT FINANCING FUND	353,279	353,279	-	
050	ABANDONED ASSET FORFEITURE FUND	88,875	391,560	*(302,685)*	Auditors combined funds 50,51&52
051	STATE ASSET FORFEITURE FUND	134,567	-	*134,567*	
052	FEDERAL ASSET FOREITURE FUND	138,119	-	*138,119*	
225	COURT SECURITY FUND	47,418	47,419	*(1)*	
230	JUVENILE CASE MANAGER	16,941	16,943	*(2)*	
235	COURT TECHNOLOGY	35,002	35,003	*(1)*	
456	FIELDHOUSE	(1,696,789)	(1,408,819)	*(287,970)*	Auditors included Capital Assets and Debt
757	EMERGENCY/DISASTER RELIEF FUND	(139,079)	(139,079)	-	
758	ARPA FUND	4,801,199	222	*4,800,977*	For Accrual statements booked as Def. Revenue
	TOTALS	67,626,717	64,412,451	3,214,266	

7. FY 21-22 END OF YEAR PROJECTIONS (REVENUE VS. EXPENDITURE)

Managing Director of Financial Services Atmore presented the item.

FY22 Adopted vs FY 22 End of Year Projection – General Fund Revenue

GENERAL FUND REVENUES	FY 2021-22 YTD ACTUAL	FY 2021-22 ADOPTED BUDGET	FY 2021-22 EOY PROJECTION	VARIANCE %
Revenue				
50 - PROPERTY TAXES	18,367,561	18,614,836	18,569,836	
51 - SALES & OTHR TAXES	3,635,503	8,413,523	9,322,979	
52 - PERMITS & LICENSES	849,988	1,395,050	1,427,000	
53 - FINES & FEES	174,232	476,730	313,100	
54 - INTERGOVERNMENTAL	52,324	165,000	182,500	
55 - INTEREST	36,859	150,000	67,700	
56 - FRANCHISE FEE REV	681,423	1,710,000	1,739,000	
57 - CHARGES FOR SERVICES	137,496	283,000	265,300	
58 - TRANS FROM OTHR FUND	2,036,394	2,715,194	2,715,194	
59 - OTHER SOURCES	332,879	386,600	422,000	
Grand Total	**26,304,658**	**34,309,933**	**35,024,609**	**2.08%**

- EMS Settlement costs in Fines and Fees in 2021

FY22 Adopted vs FY 22 End of Year Projection
General Fund Expenses

GENERAL FUND EXPENSES	FY 2021-22 YTD ACTUAL	FY 2021-22 ADOPTED BUDGET	FY 2021-22 EOY PROJECTION	VARIANCE %
0101 - GENERAL GOVERNMENT	(2,183,947)	(3,552,575)	(3,779,183)	
0102 - FISCAL SERVICES	(823,341)	(1,314,718)	(1,387,507)	
0103 - NEIGHBORHOOD & PLANNING SVCS	(657,473)	(1,148,058)	(1,293,064)	
0104 - PARK AND RECREATION	(1,845,843)	(4,018,187)	(4,050,437)	
0105 - POLICE	(6,323,574)	(10,181,357)	(10,336,624)	
0106 - PUBLIC WORKS	(2,084,386)	(6,085,330)	(6,150,412)	
0107 - FIRE	(4,638,549)	(7,376,358)	(7,298,820)	
0108 - NON DEPARTMENTAL	(1,503,687)	(3,133,132)	(1,850,022)	
Grand Total	**(20,060,801)**	**(36,809,715)**	**(36,146,068)**	**-1.80%**

FY22 Adopted vs FY 22 End of Year Projection
General Fund Expenses

GENERAL FUND EXPENSES	FY 2021-22 YTD ACTUAL	FY 2021-22 ADOPTED BUDGET	FY 2021-22 EOY PROJECTION	VARIANCE %
001 - GENERAL FUND				
60 - SALARY AND BENEFIT	13,782,166	21,960,830	22,045,864	
72 - SUPPLIES	600,964	1,835,678	1,893,087	
73 - CONTRACT & PROF SVCS	2,817,854	7,320,849	7,704,320	
74 - MAINT & REPAIR SVCS	338,178	715,683	758,887	
75 - UTILITIES	439,868	922,676	946,828	
76 - CAPITAL OUTLAY	105,524	163,085	162,935	
77 - DEBT SERVICES	60,129	60,057	60,057	
78 - TRANS TO OTHR FUNDS	1,776,404	3,460,456	2,198,598	
79 - OTHR EXP/FINANCE USE	139,714	370,402	375,492	
Grand Total	**$20,060,801**	**$36,809,715**	**$36,146,068**	**-1.80%**

- Reduced Transfer to Streets CIP to $150,000. Adopted Budget was $1.380 Mil.

FY22 Adopted vs FY 22 End of Year Projection
Utility Fund Revenue

UTILITY FUND REVENUES	FY 2021-22 YTD ACTUAL	FY 2021-22 ADOPTED BUDGET	FY 2021-22 EOY PROJECTION	VARIANCE %
Revenue				
53 - FINES & FEES	1,085	5,000	2,500	
54 - INTERGOVERNMENTAL	(0)	600	600	
55 - INTEREST	10,621	32,000	17,000	
57 - CHARGES FOR SERVICES	9,844,053	17,953,946	16,973,000	
59 - OTHER SOURCES	284,498	34,550	300,169	
Grand Total	**10,140,257**	**18,026,096**	**17,293,269**	**-4.07%**

Outstanding collections of water charges were due to waiving late fees and cutoffs. Cutoffs resumed in April 4th 2022.

FY22 Adopted vs FY 22 End of Year Projection Utility Fund Expenses

UTILITY FUND EXPENSES	FY 2021-22 YTD ACTUAL	FY 2021-22 ADOPTED BUDGET	FY 2021-22 EOY PROJECTION	VARIANCE %
002 - WATER/SEWER UTILITY FUND				
60 - SALARY AND BENEFIT	(1,273,718)	(2,300,829)	(2,300,829)	
72 - SUPPLIES	(148,202)	(475,800)	(489,036)	
73 - CONTRACT & PROF SVCS	(5,182,363)	(9,430,662)	(9,476,628)	
74 - MAINT & REPAIR SVCS	(178,224)	(338,385)	(338,385)	
75 - UTILITIES	(43,071)	(121,416)	(121,416)	
76 - CAPITAL OUTLAY	(0)	(21,368)	(21,368)	
77 - DEBT SERVICES	(0)	(0)	(0)	
78 - TRANS TO OTHR FUNDS	(2,395,607)	(7,527,483)	(5,527,483)	
79 - OTHR EXP/FINANCE USE	(3,605)	(19,085)	(19,160)	
Grand Total	**(9,224,791)**	**(20,235,028)**	**(18,294,305)**	**-9.59%**

- Transfer to CIP Projects – reduced to $3 Million

FY22 Adopted vs FY 22 End of Year Projection Fieldhouse Fund Revenue

FIELDHOUSE FUND REVENUES	FY 2021-22 YTD ACTUAL	FY 2021-22 ADOPTED BUDGET	FY 2021-22 EOY PROJECTION	VARIANCE %
Revenue				
53 - FINES & FEES	2	(0)	(0)	
57 - CHARGES FOR SERVICES	527,522	1,206,500	1,271,750	
58 - TRANS FROM OTHR FUND	515,375	538,475	538,475	
59 - OTHER SOURCES	79,036	140,000	130,000	
Grand Total	**1,121,935**	**1,884,975**	**1,940,225**	**2.93%**

Dollar amount to pay debt is $1.5 million and the amount needed to cover the deficit is $1.6 million.

FY22 Adopted vs FY 22 End of Year Projection Fieldhouse Fund Expense

FIELDHOUSE FUND EXPENSES	FY 2021-22 YTD ACTUAL	FY 2021-22 ADOPTED BUDGET	FY 2021-22 EOY PROJECTION	VARIANCE %
456 - FIELDHOUSE				
60 - SALARY AND BENEFIT	(308,451)	(600,436)	(528,066)	
72 - SUPPLIES	(133,490)	(195,276)	(246,750)	
73 - CONTRACT & PROF SVCS	(147,260)	(359,483)	(417,953)	
74 - MAINT & REPAIR SVCS	(50,458)	(69,634)	(77,713)	
75 - UTILITIES	(43,572)	(107,000)	(111,704)	
76 - CAPITAL OUTLAY	(0)	(6,000)	(6,000)	
77 - DEBT SERVICES	(515,825)	(538,975)	(538,975)	
78 - TRANS TO OTHR FUNDS	(2,925)	(3,900)	(3,900)	
79 - OTHR EXP/FINANCE USE	(926)	(2,500)	(2,500)	
Grand Total	**(1,202,908)**	**(1,883,204)**	**(1,933,561)**	**2.67%**

FY22 Adopted vs FY 22 End of Year Projection
Economic Development Fund

ECONOMIC DEVELOPMENT FUND	FY 2021-22 YTD ACTUAL	FY 2021-22 ADOPTED BUDGET	FY 2021-22 EOY PROJECTION	VARIANCE %
Revenue	1,193,124	2,781,174	3,081,326	
Expense	(947,551)	(1,830,881)	(3,352,164)	
Grand Total	**245,573**	**950,293**	**(270,838)**	**-128.50%**

- Sales Tax increase x%
- Grant Incentive - $1.7 Mil

FY22 Adopted vs FY 22 End of Year Projection
Drainage Fund

DRAINAGE FUND	FY 2021-22 YTD ACTUAL	FY 2021-22 ADOPTED BUDGET	FY 2021-22 EOY PROJECTION	VARIANCE %
Revenue	574,947	841,000	841,000	
Expense	(195,475)	(1,933,214)	(1,656,685)	
Grand Total	**379,472**	**(1,092,214)**	**(815,685)**	**-25.32%**

- Revenue projection unchanged
- High priority drainage projects – CIP kick off in FY22

FY22 Adopted vs FY 22 End of Year Projection
Sanitation Fund

SANITATION FUND	FY 2021-22 YTD ACTUAL	FY 2021-22 ADOPTED BUDGET	FY 2021-22 EOY PROJECTION	VARIANCE %
Revenue	2,305,007	4,168,500	4,120,500	
Expense	(1,979,732)	(4,453,612)	(4,460,663)	
Grand Total	**325,275**	**(285,112)**	**(340,163)**	**19.31%**

8. CONSTRUCTION PROJECTS UPDATE

Chief Innovation Officer Otey presented the item.

9. ADJOURNMENT

The meeting was adjourned at 10:01 pm.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

STAFF REPORT

MEETING: City Council - 07 Jun 2022

TITLE:
Consider a Resolution authorizing a cooperative purchasing agreement with Rockdale Country Ford, LLC through BuyBoard Contract #601-19 to approve the procurement of eight Ford SUVs in the total expenditure amount of $252,385.00.

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)
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:
The Equipment Services Division of the Public Works Department manages the City's fleet equipment and vehicles. As a part of that process, Equipment Services reviews the Fleet Rotation Program annually to determine which vehicles have reached the end of their useful lives and need replacement and replacement schedules. Factors considered include vehicle/equipment age, mileage/hours used, and maintenance history and requirements. Vehicle and equipment replacement and acquisition recommendations are reviewed with representatives of the various departments, and funds are allocated in the next year's budget for new and replacement vehicles and equipment, as appropriate.

The seven units to be replaced include two (2) 2015 Ford Explorers with 84,000 miles and 125,000 miles; one (1) 2013 Ford Escape with 93,000 miles; one (1) 2017 Ford Explorer with 96,000 miles; one (1) 2008 Ford Taurus with 55,000 miles; one (1) 2014 Ford Taurus with 120,000 miles; and one (1) 2008 Ford F-150 with 72,500 miles. Six of these vehicles are currently used by the Police Department, while the Assistant City Manager currently uses the other vehicle. The higher mileage units will be auctioned, with the proceeds being returned to the Fleet Rotation Fund. In contrast, lower mileage vehicles will replace other vehicles that have reached the end of their useful life.

The units will be replaced with six (6) Ford Explorers and one (1) Ford Expedition Max. Additionally, one (1) Ford Escape will be purchased for a new Fire Inspector position approved in the FY22 budget.

During the FY22 budget process, based on vendor pricing previously obtained, the City Council allocated $242,889.00 to replace these vehicles. The cost to procure the eight (8) Ford SUVs is now $252,385.00 through the BuyBoard Purchasing Cooperative. Therefore, there is a budget shortfall of $9,496.00. This can be alleviated using reallocated funding by deferring the purchase of Parks equipment, a front loader with a box blade ($85,000), to FY23.

POLICY EXPLANATION:
State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies State law requiring that the local government seek competitive bids to purchase the item. BuyBoard contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number
016-700885

Available Budget	**Purchase Amount**	**After Encumber**
$242,889.00	$252,385.00	-$9,496.00

ACTION ALTERNATIVES:
1. Approve funding in the amount of $252,385.00 to procure eight (8) Ford SUVs and approve an amendment to the FY22 budget, for the purchase of SUVs, from $242,889.00 to $252,385.00 in ORG/OBJ Number 016-700885.
2. Do not apply the savings realized from the deferred Parks equipment purchase. Alternatively, approve funding in the initially budgeted amount of up to $242,889.00 to procure seven (7) Ford SUVs and postpone the purchase of one Ford SUV until FY23, when funds can be added to the budget.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2022-036 - Purchase of Ford SUVs

RESOLUTION NO. 2022-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH ROCKDALE COUNTRY FORD, LLC THROUGH BUYBOARD CONTRACT #601-19, TO APPROVE THE PROCUREMENT OF EIGHT FORD SUVS IN THE TOTAL EXPENDITURE AMOUNT OF $252,385.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for citywide operations; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with The Local Government Purchasing Cooperative (BuyBoard) for products and services; and

WHEREAS, BuyBoard has taken sealed bids for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor, and awarded to Rockdale Country Ford, LLC; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and approve the procurement of eight (8) Ford SUVs from Rockdale Country Ford, LLC through BuyBoard Contract #601-19.

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

SECTION 1. The City Council of the City of Duncanville hereby awards a bid and approves the procurement of eight (8) SUVs from Rockdale Country Ford, LLC through BuyBoard Contract #601-19 in the total expenditure amount of $252,385.00.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of June, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

November 1, 2021

Sent via email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Ford DBA Rockdale Country Ford, LLC
P.O. Box 72
Rockdale, TX 76567

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor, Contract 601-19, for which the current term is set to expire November 30, 2021. At this time, the BuyBoard is renewing your contract through November 30, 2022. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020

Endorsed by TASB TASA TML TEXAS

Exhibit B1

QUOTE# 001 **CONTRACT PRICING WORKSHEET**

End User: CITY OF DUNCANVILLE	**Contractor: ROCKDALE COUNTRY**
Contact Name: ASA LOW	**ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY**
Email: ALOW@DUNCANVILLE.COM	**Prepared By: Averyt Knapp**
Phone #: 972-780-5062	**Email: aknapp@caldwellcountry.com**
Fax #: 972-780-6407	**Phone #: 979-567-6116**
Location City & State: DUNCANVILLE	**Fax #: 979-567-4376**
Date Prepared: APRIL 24, 2022	**Address: P. O. Box 72, ROCKDALE, TX 76567**
Contract Number: BUY BOARD #601-19	**Tax ID # 27-3037856**
Product Description: 2022-2023 FORD EXPEDITION MAX K1F	

A Base Price & Options:	**$44,435**

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-EXPEDITION MAX, SSV, 3.5L-V6 ECOBOOST, 10-SPD AUTOMATIC, HD TRAILER TOW PACKGE, SECOND ROW CLOTH (NO 3RD ROW BENCH), RUNNING BOARDS, REVERSE SENSE, (3) ALL IN ONE KEY-REMOTES, VIR	**INCL**			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	**INCL**		**ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567**	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			**REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED**	
	K1F,102A,99T,44U,536 21B,18B,66R,LH,TBD				

Subtotal B	**INCL**

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D	**INCL**

E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	**$44,435**

Quantity Ordered	1
Subtotal E	$44,435
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$44,835

Estimated Delivery Date:	180-270 DAYS APPX

Exhibit B2

QUOTE# 002 **CONTRACT PRICING WORKSHEET**

End User: CITY OF DUNCANVILLE	**Contractor: ROCKDALE COUNTRY**
Contact Name: ASA LOW	**ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY**
Email: ALOW@DUNCANVILLE.COM	**Prepared By: Averyt Knapp**
Phone #: 972-780-5062	**Email: aknapp@caldwellcountry.com**
Fax #: 972-780-6407	**Phone #: 979-567-6116**
Location City & State: DUNCANVILLE	**Fax #: 979-567-4376**
Date Prepared: APRIL 24, 2022	**Address: P. O. Box 72, ROCKDALE, TX 76567**
Contract Number: BUY BOARD #601-19	**Tax ID # 27-3037856**
Product Description: 2022-2023 FORD ESCAPE U0F	

A Base Price & Options:	**$24,770**

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	S-U0F, 1.5L-ECO BOOST, 8-SPD AUTOMATIC, POWER EQUIPMENT GROUP, (3) ALL IN ONE KEY-REMOTES, VIR	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
	K7B,99H,44T,7N,TBD,100A				
Subtotal B					**INCL**

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	**INCL**
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	**$24,770**
Quantity Ordered	**1**
Subtotal E	**$24,770**
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE	**$400**

G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	**$25,170**

Estimated Delivery Date:	**180-270 DAYS APPX**

Exhibit B3

QUOTE# 003 **CONTRACT PRICING WORKSHEET**

End User: CITY OF DUNCANVILLE	**Contractor: ROCKDALE COUNTRY**
Contact Name: ASA LOW	**ROCKDALE COUNTRY FORD DBA CALDWELL COUNTRY**
Email: ALOW@DUNCANVILLE.COM	**Prepared By: Averyt Knapp**
Phone #: 972-780-5062	**Email: aknapp@caldwellcountry.com**
Fax #: 972-780-6407	**Phone #: 979-567-6116**
Location City & State: DUNCANVILLE	**Fax #: 979-567-4376**
Date Prepared: APRIL 24, 2022	**Address: P. O. Box 72, ROCKDALE, TX 76567**
Contract Number: BUY BOARD #601-19	**Tax ID # 27-3037856**
Product Description: 2022-2023 FORD EXPLORER K7B	

A Base Price & Options:	**$30,330**

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-BASE, 2.3L-ECO BOOST, 10-SPD AUTOMATIC, POWER EQUIPMENT GROUP, (3) ALL IN ONE KEY-REMOTES, VIR	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		ROCKDALE COUNTRY FORD PO BOX 72 ROCKDALE, TEXAS 76567	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
	K7B,99H,44T,7N,TBD,100A				
Subtotal B					**INCL**

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	**INCL**
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	**$30,330**
Quantity Ordered	**6**
Subtotal E	**$181,980**
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD FEE	**$400**

G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	**$182,380**

Estimated Delivery Date:	**180-270 DAYS APPX**

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 07 Jun 2022

TITLE:
Consider a Resolution authorizing the acceptance of a grant from the Texas Department of Transportation Selective Traffic Enforcement Program in the amount of $12,000.00, utilized to fund high visibility speed deterrence patrols during operation slow down.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Mark LiVigni, Chief of Police
Rebekah Hendrick, Lieutenant

BACKGROUND/HISTORY:
The goal of the Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) is to reduce the number of persons killed or injured in collisions involving alcohol, speed, red light violations, and other primary collision factors, through grant funding for local law enforcement agencies on an overtime basis. The Duncanville Police Department investigates traffic collisions within the jurisdictional boundaries of the city, identifying primary collision factors such as speed, red lights, and other violations. In 2021, the Duncanville Police Department reported 650 crashes to the Texas Department of Transportation. According to the Texas Department of Transportation's Crash Report system, 38% of these crashes resulted in an injury.

STEP "Operation Slow Down" will begin June 7th 2022 and continue through June 21st 2022. It is funded by TxDOT and is for high visibility speed deterrence patrols. Due to an increase in speed related crashes in the city of Duncanville, our city was identified as a high priority for funding of this program. The Duncanville Police Department reported 26 speed related crashes in 2020 and 48 in 2021 which is an 85% increase. The Duncanville Police Department is eligible to receive approximately $12,000.00 in TxDOT grant funding for Operation Slow Down. This grant will provide total reimbursement for salary costs for approximately 240 hours of additional enforcement using existing personnel on an overtime basis and grant administration. Officers will be required to average 2.5 contacts per hour and there are

no ticket or arrest requirements. This is a reimbursement grant, after submittal, expended funds are reimbursed within 30 days.

POLICY EXPLANATION:
There is no specific policy impact on the acceptance of this grant.

FUNDING SOURCE:

ORG and Object Number
Up to $12,000 in grant funding; ORG 01055100 OBJ 600116

Available Budget	**Purchase Amount**	**After Encumber**
$12,000.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Approve the resolution as presented.
2. Do not approve the resolution.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2022-040 - Selective Traffic Enforcement Program (STEP)

RESOLUTION NO. 2022-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM IN THE AMOUNT OF $12,000.00, UTILIZED TO FUND HIGH VISIBLITY SPEED DETERRENCE PATROLS DURING OPERATION SLOW DOWN; AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL DOCUMENTS IN REGARD TO THE REQUESTED FUNDS, WHICH INCLUDES THE AUTHORIZATION TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT.

WHEREAS, the City Council for the City of Duncanville finds that it is in the best interest of the citizens of the City of Duncanville that the Texas Department of Transportation Selective Traffic Enforcement Program Grant be operated for the Fiscal Year 2022; and

WHEREAS, the Duncanville City Council agrees that in the event of loss or misuse of the Texas Department of Transportation funds, the City Council assures that the funds will be returned to the Texas Office of the Governor in full; and

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

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

SECTION 1. That the City Council for the City of Duncanville authorizes the City Manager or her designee to submit an application and accept the grant from the Texas Department of Transportation Selective Traffic Enforcement Program, to provide high visibility speed deterrence patrols during Operation Slow Down through the grant for the Fiscal Year 2022 in the amount of $12,000.00.

SECTION 2. The City Council assures the awarded funds will be returned to the Texas Department of Transportation in full in the event of loss or misuse of Texas Department of Transportation funds.

SECTION 3. The City Council authorizes the City Manager, the authorized official, to execute all documents in regard to the requested funds, which includes the power to apply for, accept, reject, alter or terminate the grant.

SECTION 4. The City Council assures the City of Duncanville will comply with other rules set by the Texas Department of Transportation.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of June, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 07 Jun 2022

TITLE:
Consider a Resolution authorizing Fiscal Year 2021 and Fiscal Year 2022 procurement of Police Ammunition from GT Distributors, Inc, Austin, TX, through Buyboard contract #603-20, for the contractually discounted price, in an amount not to exceed $128,000.00

Vision Statement:

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

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Mark LiVigni, Chief of Police
Matthew Stogner, Assistant Chief of Police

BACKGROUND/HISTORY:
The City of Duncanville Police Department procures ammunition annually used for both training and service. Each year the Police Department qualifies police officers and police recruits as mandated by the Texas Commission on Law Enforcement (TCOLE). The officers are required to qualify at least once per year. The police ammunition can be purchased from GT Distributors, Inc., a major supplier of ammunition to law enforcement agencies. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

In fiscal year 2021, the Police Department obtained a quote for department ammunition from GT Distributors (Quote #QTE0131734) totaling $40,971.05. The Police Department approved the quote and ordered the ammunition; however, due to manufacturer delays, shipping issues, and COVID-19, the department never received the order.

In fiscal year 2022, the Police Department obtained a quote for department lethal and less-lethal ammunition from GT Distributors (Quote #QTE0146353) totaling $86,189.27. The police department received and paid the invoice for the less-lethal ammunition totaling $2,874.62.

Due to not receiving the ammunition in fiscal year 2021, the police department combined fiscal year 2021 and fiscal year 2022 ammunition order costs for this resolution in an amount not to exceed $128,000.00

POLICY EXPLANATION:
The city previously has purchased police ammunition from GT Distributors, Inc. as this vendor is the only factory authorized Law Enforcement Distributor (LED) in Texas for CCI- Speer (including Speer “Force on Force" products), Federal, AND Hornady products. They are also the only LED authorized for drop shipment directly from the factory in Texas. In addition, GT Distributors, Inc. has a storefront in Dallas, Texas.

The city proposes to purchase Federal, CCI-Speer, and Hornady ammunition only. Police Department staff highly recommends this brand due to its high rating received by the Federal Bureau of Investigation (FBI) in published ammunition data tests, the ability of the manufacturer to stand by its product on quality control issues, and it is one of the most cost-efficient options available when considering territorial pricing set by the manufacturers. The city purchases Federal brand 9 millimeter (9mm) for the 9mm caliber semi-automatic service weapon; .40 Smith and Wesson rounds for the 40 caliber semi-automatic service weapon; and .223 rounds for tactical and patrol rifle ammunition.

This authorization would cover the purchase of Police Ammunition through the Buyboard contract term that expires March 31, 2023. Purchases will be made on an annual basis. Local Government Code Section 271.102 provides for the voluntary participation in cooperative purchasing programs with another local government or a local cooperative and satisfies any state law requiring competitive bids.

The $40,971.05 will be funded using an Amendment due to there being no additional funding from this budget.

FUNDING SOURCE:

ORG and Object Number
Police Special Services_Direct Materials - ORG 01055900 OBJ 700227

Available Budget	**Purchase Amount**	**After Encumber**
$87,028.95	$128,000.00	$40,971.05

ACTION ALTERNATIVES:
1. Approved funding in the amount of $128,000.00 to purchase the police department ammunition.
2. Do not approve Resolution for the purchase of police department ammunition.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2022-039 - PD AMMUNITION

RESOLUTION NO. 2022-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING THE BID FOR THE PURCHASE OF FIREARM AMMUNITION FROM GT DISTRIBUTORS, INC. OF AUSTIN, TX, FOR THE CONTRACTUALLY DISCOUNTED PRICE THROUGH THE BUYBOARD CONTRACT #603-20 IN THE AMOUNT NOT TO EXCEED $128,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with Buyboard for products and services; and,

WHEREAS, Buyboard has taken sealed bids for Public Safety and Firehouse Supplies and Equipment, which includes ammunition; and,

WHEREAS, a contract was awarded to GT Distributors, Inc.

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

SECTION 1. That the City Council of the City of Duncanville, Texas hereby awards a bid for the purchase of firearm Ammunition from GT Distributors, Inc. in the amount not to exceed $128,000.00 as provided in the attached Exhibit "A" which is attached hereto and incorporated herein through the Buyboard bid#603.20.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of June, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

RECEIVED
DJ-PD
04/14/2021

Quote	QTE0131734
Date	4/13/2021
Page:	1

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Bill To:

Duncanville, City of (TX)
Attn:Accounts Payable
P.O. Box 380280
Duncanville TX 75138

Ship To:

Duncanville, City of (TX)
203 E. Wheatland Rd
Attn:Officer Matthew Stogner
Duncanville TX 75138-0280

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
AMMO 41321	001939	DJ	FEDEX-GROUNDN	NET 15	0/0/0000	2,295,910

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
69.00	FC-AE9AP*	Federal Cartridge 9Mm 124 Gr	M	$209.68	$14,467.92
42.00	FC-XM193X*	Federal Cartridge 5.56MM 55gr.	M	$483.83	$20,320.86
1.00	FC-LE308TT2*	Federal Cartridge .308 Win 168 gr Tactical	M	$2,207.80	$2,207.80
1.00	FC-LE13300*	Federal Cartridge-12 Ga-8 Pellet 00-Billings Wa	M	$713.49	$713.49
2.00	FC-GM308M*	Federal Cartridge .308 Win 168 Gr Sbhp	M	$1,033.55	$2,067.10
3.00	CCI-53617*	CCI Gold Dot 9Mm +P 124 Grain	M	$397.96	$1,193.88

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you for your business, Todd Prellop.

Page 3 of 4

Subtotal	$40,971.05
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$40,971.05

EXHIBIT A

Quote	QTE0146353
Date	11/15/2021
Page:	1

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Bill To:

Duncanville, City of (TX)
Attn:Accounts Payable
P.O. Box 380280
Duncanville TX 75138

Ship To:

Duncanville, City of (TX)
203 E. Wheatland Rd
Attn:
Duncanville TX 75138-0280

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
AMMO 11/15/21	001939	DJ	FEDEX-GROUNDN	NET 15	0/0/0000	2,496,248

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
160.00	FC-AE9AP*	Federal Cartridge 9Mm 124 Gr FMJ	M	$217.46	$34,793.60
50.00	FC-XM193X*	Federal Cartridge 5.56MM 55gr.	M	$490.88	$24,544.00
6.00	FC-LE308TT2*	Federal Cartridge .308 Win 168 gr Tactical	M	$2,229.16	$13,374.96
4.00	FC-LE13300*	Federal Cartridge-12 Ga-8 Pellet 00-Billings Wa	M	$612.68	$2,450.72
3.00	CCI-53617*	CCI Gold Dot 9Mm +P 124 Grain	M	$580.73	$1,742.19
6.00	FC-LE223T3*	Federal Cartridge-.223 62 Gr. Tactical	M	$1,180.05	$7,080.30
390	DT-3027*	Def-Tech-#23 12 Ga. Bean Bag.	EA	$5.65	$2,203.50

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesman is Clint. Thank you.

Subtotal	$86,189.27
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$86,189.27

Page 4 of 4

STAFF REPORT

MEETING: City Council - 07 Jun 2022

TITLE:
Consider a Resolution authorizing the final contract renewal with Core & Main, LP, with an estimated expenditure amount of $250,000.00.

Vision Statement:

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

Pillar:

- **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)
Matt Bryant, Utilities Superintendent

BACKGROUND/HISTORY:
The Public Works Department routinely purchases waterworks products to repair utility equipment. Supplies include but are not limited to fire hydrants and replacement parts, water valves, meter boxes, curb stops, repair clamps, sewer repair parts, taping saddles, and sewer pipe. These items are necessary to have on hand for routine maintenance and in the event of an emergency.

POLICY EXPLANATION:
Waterworks products are available from Core & Main, LP through City of Grapevine Contract # RFB 470-2018. The Grapevine City Council recently approved the fourth and final renewal option for this contract with an expiration date of April 17, 2023. The contract covers a variety of waterworks products, as referenced in Exhibit A of the Resolution.

Core & Main, LP has satisfactorily provided supplies to Duncanville for approximately four years. This authorization would cover the purchase of waterworks products on an as-needed basis through April 17, 2023.

Staff researched the availability of waterworks products in the City of Duncanville, and none could be located on either the Better Business Bureau website or Duncanville Chamber of Commerce websites.

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
02312000-700227, 02313000-700227

Available Budget	**Purchase Amount**	**After Encumber**
$250,000.00	$250,000.00	$0.00

ACTION ALTERNATIVES:

1. Approved funding in the amount of $250,000.00 to purchase waterworks products from Core & Main, LP.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Core & Main Contract Renewal Letter & Acceptance
Attachment 2 - Resolution No. - 2022-037 - Core & Main Waterworks Products

Attachment 1

Renewal Notification

Core and Main LP
Attention: Micheal Sisson
Micheal.Sisson@coreandmain.com
7197 Latham Drive
Richland Hills, Texas 76118

April 20, 2022

Re: **CONTRACT RENEWAL LETTER**
City of Grapevine Contract with Renewals: RFB #470-2018
Contract Title: Waterworks Products
Renewal Options: Final Renewal
Renewal period: April 18, 2022 through April 17, 2023
Renewal Purchase Order: PO-23982 (All invoices must have this P.O. listed)

The City of Grapevine wishes to exercise the final renewal option for contract RFB 470-2018 for Waterworks Products based on your renewal confirmation and documented price increases under the same Terms and Conditions for the renewal period.

Please sign this Contract Renewal letter and return to Lance Wright at lwright@grapevinetexas.gov or fax 817-410-3066 within five business days of this notification. All invoices must reference the current Purchase Order for Waterworks Products.

Please return this renewal letter, attached forms and a current Insurance Certificate if required in the contract. The City appreciates your excellent service and commitment to our needs on this contract and we look forward to continuing this successful business relationship.

Please contact me with any questions.

Sincerely,

Lance Wright
Lance Wright
Purchasing Agent

ACCEPTANCE

Date: 4/20/2022

Signed: Bob O'Brien

Digitally signed by Bob O'Brien
DN: cn=Bob O'Brien, o=Core and Main, ou, email=bob.obrien@coreandmain.com, c=US
Date: 2022.04.20 08:53:41 -05'00'

Printed name: Bob O'Brien

Attachment: Renewal Purchase Order

Purchasing (817) 410-3336; Fax (817) 410-3066
Office Address: 501 Shady Brook Drive, Room #108, Grapevine, Texas 76051

RESOLUTION NO. 2022-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE FINAL CONTRACT RENEWAL WITH CORE & MAIN, LP, WITH AN ESTIMATED EXPENDITURE AMOUNT OF $250,000.00; AUTHORIZING THE CITY MANAGER OR DESIGEE TO EXECUTE THE APPROPRIATE AND NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to purchase waterworks products to maintain public infrastructure in the City of Duncanville; and

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

WHEREAS, the City of Grapevine has taken competitive sealed bids for waterworks products and awarded RFB 470-2018 to Core & Main, LP; and

WHEREAS, this authorization will cover the purchase of waterworks products through April 17, 2023; with an estimated expenditure amount of $250,000.00; and

WHEREAS, the City of Duncanville estimates that its purchases through the contract term will exceed $50,000, 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 approves renewal of contract with Core & Main, LP, in accordance with the price list attached hereto and incorporated herein as Exhibit "A" with an estimated expenditure amount of $250,000.00; and authorizes the City Manager or designee to execute the appropriate and necessary documents and/or purchase orders.

SECTION 2. Purchases authorized herein extend beyond the current fiscal year are subject to the availability of funds; and in the event that there is non-appropriation by the City Council for FY23 not expand such funds shall terminate this authorization as required by law.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of June, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

CITY OF GRAPEVINE, TEXAS

REQUEST FOR BID 470-2018 ANNUAL CONTRACT FOR WATERWORKS PRODUCTS

Renewal#4 (1-1-22)

City of Grapevine Purchasing Service Center
501 Shady Brook Drive, Suite 108
Grapevine, Texas 76051

CITY CONTACTS

Lance Wright, Purchasing Agent Telephone: 817-410-3336
Fax: 817-410-3066
Email: lwright@grapevinetexas.gov

Page 64 of 258

Item	Description	QTY	UOM	2018 SELL	PART#	2019 SELL	% INC	2020 SELL	% INC	2021 SELL	% INC.	2022 SELL	% INC
	WATER FITTINGS												
1	Adapter, ¾", Male, Insta Tite	6	ea	$ 12.16	FORD	$ 12.16		$ 12.77	5	$ 13.73	7.5	$ 15.79	15.00%
2	Adapter, 3/4" MIP x Comp	6	ea	$ 12.16	C84-33-G-NL	$ 12.16		$ 12.77	5	$ 13.73	7.5	$ 15.79	15.00%
3	Adapter, 3/4" FIP x Comp	6	ea	$ 12.79	C14-33-G-NL	$ 12.79		$ 13.43	5	$ 14.44	7.5	$ 16.61	15.00%
4	Adapter, ¾", Female, Insta Tite	6	ea	$ 12.79		$ 12.79		$ 13.43	5	$ 14.44	7.5	$ 16.61	15.00%
5	Adapter, 1", Male, Insta Tite	6	ea	$ 14.40		$ 14.40		$ 15.12	5	$ 16.25	7.5	$ 18.69	15.00%
6	Adapter, 1" FIP x Comp	6	ea	$ 17.36		$ 17.36		$ 18.23	5	$ 19.60	7.5	$ 22.54	15.00%
7	Adapter, 1" MIP x Comp	6	ea	$ 14.40	C84-44-G-NL	$ 14.40		$ 15.12	5	$ 16.25	7.5	$ 18.69	15.00%
8	Adapter, 1", Female, Insta Tite	6	ea	$ 17.36		$ 17.36		$ 18.23	5	$ 19.60	7.5	$ 22.54	15.00%
9	Adapter, 1 ½", FIP x Comp	1	ea	$ 50.45		$ 50.45		$ 52.97	5	$ 56.94	7.5	$ 65.48	15.00%
10	Adapter, 1 ½", FIP x Comp. 90 Degree	3	ea	$ 71.22		$ 71.22		$ 74.78	5	$ 80.39	7.5	$ 92.45	15.00%
11	Adapter, 1 ½", MIP x Comp	1	ea	$ 39.44		$ 39.44		$ 41.41	5	$ 44.52	7.5	$ 51.20	15.00%
12	Adapter, 1 ½", MIP x Comp. 90 Degree	3	ea	$ 64.34		$ 64.34		$ 67.56	5	$ 72.63	7.5	$ 83.52	15.00%
13	Adapter, 2", FIP x Comp	3	ea	$ 60.08		$ 60.08		$ 63.08	5	$ 67.81	7.5	$ 77.98	15.00%
14	Adapter, 2", FIP x Comp. 90 Degree	3	ea	$ 101.81		$ 101.81		$ 106.90	5	$ 114.92	7.5	$ 132.16	15.00%
15	Adapter, 2", MIP x Comp	18	ea	$ 57.47		$ 57.47		$ 60.34	5	$ 64.87	7.5	$ 74.60	15.00%
16	Adapter, 2", MIP x Comp. 90 Degree	10	ea	$ 92.21		$ 92.21		$ 96.82	5	$ 104.08	7.5	$ 119.69	15.00%
17	Adapter, Meter, Brass, 1"x ¾", Mueller Only, H10889EFH	100	ea	$ 9.05	MUELLER	$ 9.05		$ 9.32	3	$ 10.02	7.5	$ 12.22	22.00%
18	Bushing, 1" X ¾", Hex Brass	12	ea	$ 6.55	MERIT	$ 6.55		$ 6.55		$ 6.98	6.5	$ 9.95	42.50%
19	Bushing, 2" x 1", Hex Brass	6	ea	$ 19.59	"	$ 19.59		$ 19.59		$ 20.86	6.5	$ 29.73	42.50%
20	Bushing, 2" x 1 ½", Hex Brass	6	ea	$ 19.59	"	$ 19.59		$ 19.59		$ 20.86	6.5	$ 29.73	42.50%
21	Bushing, 2 ½" x 2". Hex Brass	4	ea	$ 49.41	"	$ 49.41		$ 49.41		$ 52.62	6.5	$ 74.98	42.50%
22	Coupling, 3/4" Meter	75	ea	$ 7.89		$ 7.89		$ 8.28	5	$ 8.90	7.5	$ 10.24	15.00%
23	Coupling, 1" Meter	30	ea	$ 12.16		$ 12.16		$ 12.77	5	$ 13.73	7.5	$ 15.79	15.00%
24	Coupling, 1 ½" Brass Compression	1	ea	$ 56.68		$ 56.68		$ 59.51	5	$ 63.97	7.5	$ 73.57	15.00%
25	Coupling, 2" Brass Compression	8	ea	$ 76.52		$ 76.52		$ 80.35	5	$ 86.38	7.5	$ 99.34	15.00%
26	Coupling, 2" / 90 x Brass Compression	6	ea	$ 159.69		$ 159.69		$ 167.67	5	$ 180.25	7.5	$ 207.29	15.00%
27	Flange, 1 ½" Meter	10	ea	$ 22.56	Midland	$ 23.69		$ 23.69		$ 23.69	0	$ 28.43	20.00%

28	Flange, 2" Meter	20	ea	$ 23.54	Midland	$ 24.71		$ 24.71		$ 24.71	0	$ 29.65	20.00%
29	Gasket, Meter Flange, 1 ½" 1/8" Drop In	50	ea	$ 0.75	EGW	$ 0.75		$ 0.75		$ 0.86	15	$ 0.86	0.00%
30	Gasket, Meter Flange, 2" 1/8" Drop In	120	ea	$ 0.85	EGW	$ 0.85		$ 0.85		$ 0.98	15	$ 0.98	0.00%
31	Gate Valve, 2" Brass, Domestic	8	ea	$ 145.00	Nibco,2 per box	$ 149.35	3	$ 167.27	12	$ 175.63	5	$ 182.52	21.00%
32	Meter Resetter, ¾" x 4" Ford # 10-Retro – 2 CVB	150	ea	$ 87.93		$ 87.93		$ 92.33	5	$ 99.25	7.5	$ 114.14	15.00%
33	Meter Resetter, ¾" x 7", V42- 7W	100	ea	$ 75.83		$ 75.83		$ 79.62	5	$ 85.59	7.5	$ 98.43	15.00%
34	Meter Resetter, ¾" x 9", V42- 9W	40	ea	$ 76.78		$ 76.78		$ 80.62	5	$ 86.67	7.5	$ 99.67	15.00%
35	Meter Resetter, ¾" x 12", V42- 12	10	ea	$ 79.47		$ 79.47		$ 83.44	5	$ 89.70	7.5	$ 103.16	15.00%
36	Meter Resetter, 1" x 5"	6	ea	$ 143.07		$ 143.07		$ 150.22	5	$ 161.49	7.5	$ 185.71	15.00%
37	Meter Resetter, 1" x 10"	2	ea	$ 123.15		$ 123.15		$ 129.31	5	$ 139.01	7.5	$ 159.86	15.00%
38	Meter Setter, 1 1/2" wBypass on Top	1	ea	$ 1,040.00	MUELLER	$ 1,040.00		$ 1,071.20	3	$ 1,151.54	7.5	$ 1,404.88	22.00%
39	Meter Setter. 2" w/ Bypass on Top	2	ea	$ 1,200.00		$ 1,200.00		$ 1,236.00	3	$ 1,328.70	7.5	$ 1,621.01	22.00%
40	Nipple, 3/4" x Close Brass	10	ea	$ 1.51	Merit	$ 1.51		$ 1.51		$ 1.70	12.5	$ 2.33	36.85%
41	Nipple, 2" x 3" Brass	60	ea	$ 8.29	"	$ 8.29		$ 8.29		$ 9.33	12.5	$ 12.77	36.85%
42	Nipple, 2" x 6" Brass	10	ea	$ 16.01	"	$ 16.01		$ 16.01		$ 18.01	12.5	$ 24.65	36.85%
43	Nipple, 2 1/2" x 4" Brass	4	ea	$ 23.13	"	$ 23.13		$ 23.13		$ 26.02	12.5	$ 35.61	36.85%
44	Plug, 2" Brass IP Threads	3	ea	$ 20.55	"	$ 20.55		$ 20.55		$ 23.12	12.5	$ 32.95	42.50%
45	Saddle, 2" x 1" , CC, OD 2.38	4	ea	$ 16.77	S70-204	$ 16.77		$ 17.61	5	$ 18.93	7.5	$ 21.77	15.00%
46	Saddle, Tapping, Brass,6" x 1" cc, OD 6.90 -7.35	12	ea	$ 83.97		$ 83.97		$ 88.17	5	$ 94.78	7.5	$ 109.00	15.00%
47	Saddle, Tapping, Brass,6" x 2" IP, OD 6.90 -7.35	6	ea	$ 105.48		$ 105.48		$ 110.75	5	$ 119.06	7.5	$ 136.92	15.00%
48	Saddle, Tapping, Brass,8"x 1" cc, OD 9.05 – 9.50	6	ea	$ 103.93		$ 103.93		$ 109.13	5	$ 117.31	7.5	$ 134.91	15.00%
49	Saddle, Tapping, Brass, 8"x 2" IP, OD 9.05 -9.50	6	ea	$ 119.11		$ 119.11		$ 125.07	5	$ 134.45	7.5	$ 154.62	15.00%
50	Saddle, Tapping, Brass 10" x 2", IP, OD 11.10-12.12	1	ea	$ 151.85	202B-1212-IP7	$ 151.85		$ 159.44	5	$ 171.40	7.5	$ 197.11	15.00%
51	Saddle, Tapping, Brass, 10" x 1" cc, OD 11.10 – 12.12	1	ea	$ 128.74		$ 128.74		$ 135.18	5	$ 145.32	7.5	$ 167.12	15.00%
52	Saddle, Tapping, Brass, 12" x 1" cc, OD 13.20 – 14.35	1	ea	$ 150.67		$ 150.67		$ 158.20	5	$ 170.07	7.5	$ 195.58	15.00%
53	Saddle, Tapping, Brass, 12" x 2" IP, OD 13.20 – 14.35	3	ea	$ 173.01		$ 173.01		$ 181.66	5	$ 195.28	7.5	$ 224.57	15.00%
54	Stop Angle, ¾", Flare	12	ea	$ 30.28		$ 30.28		$ 31.79	5	$ 34.17	7.5	$ 39.30	15.00%
55	Stop Angle, ¾", Insta Tite	65	ea	$ 39.16		$ 39.16		$ 41.12	5	$ 44.20	7.5	$ 50.83	15.00%
56	Stop Angle, ¾", Compression	8	ea	$ 32.27		$ 32.27		$ 33.88	5	$ 36.42	7.5	$ 41.88	15.00%

57	Stop, Angle 3/4" x FIP	2	ea	$	25.24	KV13-332-W-NL	$	25.24		$	26.50	5	$	28.49	7.5	$	32.76	15.00%
58	Stop, 3/4" Corp x Flare	4	ea	$	24.66	F600-3-NL	$	24.66		$	25.89	5	$	27.83	7.5	$	32.00	15.00%
59	Stop, 3/4" Straight FIP x FIP	4	ea	$	44.28	B11-333-W-R-NL	$	44.28		$	46.49	5	$	49.98	7.5	$	57.48	15.00%
60	Stop, 3/4" Straight FIP x Comp.	4	ea	$	48.86	B41-333-W-G-NL	$	48.86		$	51.30	5	$	55.15	7.5	$	63.42	15.00%
61	Stop, 3/4" Straight FIP x Flare		ea	$	51.05	B21-333-W-NL	$	51.05		$	53.60	5	$	57.62	7.5	$	66.26	15.00%
62	Stop, 3/4" Straight FIP x Insta Tite		ea	$	57.36	B41-333-W-U-NL	$	57.36		$	60.23	5	$	64.75	7.5	$	74.46	15.00%
63	Stop Angle, 1", Flare		ea	$	41.26		$	41.26		$	43.32	5	$	46.57	7.5	$	53.56	15.00%
64	Stop Angle, 1", Insta Tite		ea	$	54.85		$	54.85		$	57.59	5	$	61.91	7.5	$	71.20	15.00%
65	Stop Angle, 1", Compression, CTS		ea	$	44.18		$	44.18		$	46.39	5	$	49.87	7.5	$	57.35	15.00%
66	Stop Angle, 1 ½", Compression, CTS		ea	$	152.97		$	152.97		$	160.62	5	$	172.67	7.5	$	198.57	15.00%
67	Stop Angle, 2", Compression		ea	$	196.37		$	196.37		$	206.19	5	$	221.65	7.5	$	254.90	15.00%
68	Stop, 1" Corp x Compression		ea	$	40.12	F1000-4-G-NL	$	40.12		$	42.13	5	$	45.29	7.5	$	52.08	15.00%
69	Stop, 1" Corp x Flare		ea	$	37.69		$	37.69		$	39.57	5	$	42.54	7.5	$	48.92	15.00%
70	Stop, 1" Straight FIP x Comp		ea	$	74.13	B41-444-W-G-NL	$	74.13		$	77.84	5	$	83.68	7.5	$	96.23	15.00%
71	Stop, 1" Straight FIP x FIP		ea	$	67.42	B11-444-W-R-NL	$	67.42		$	70.79	5	$	76.10	7.5	$	87.52	15.00%
72	Stop, 1" Straight Flare x Flare		ea	$	76.88	B22-444-W-NL	$	76.88		$	80.72	5	$	86.77	7.5	$	99.79	15.00%
73	Tee, 2" Brass/Threaded		ea	$	51.86	Merit	$	51.86		$	51.86		$	55.23	6.5	$	78.70	42.50%
74	Swivel, 3mp x 2.5" FNST w/strainer		ea	$	184.00	NEPTUNE	$	184.00		$	184.00		$	184.00	0	$	184.00	0.00%
75	Union, ¾", Insta Tite		ea	$	13.26		$	13.26		$	13.92	5	$	14.96	7.5	$	17.20	15.00%
76	Union, ¾", 3 Piece, Flared		ea	$	13.66		$	13.66		$	14.34	5	$	15.42	7.5	$	17.73	15.00%
77	Union, 3/4" x Comp./Brass		ea	$	14.81		$	14.81		$	15.55	5	$	16.72	7.5	$	19.23	15.00%
78	Union, 1", Insta Tite		ea	$	15.17		$	15.17		$	15.93	5	$	17.12	7.5	$	19.69	15.00%
79	Union, 1", 3 Piece, Flared		ea	$	23.92		$	23.92		$	25.12	5	$	27.00	7.5	$	31.05	15.00%
80	Union, 1" x ¾", 3 Piece, Flared		ea	$	20.22		$	20.22		$	21.23	5	$	22.82	7.5	$	26.24	15.00%
81	Union, 1" x Compression/Brass		ea	$	16.94		$	16.94		$	17.79	5	$	19.12	7.5	$	21.99	15.00%
82	Valve. ¼", Ball / Brass / Domestic Only		ea	$	19.88	Watts LFB6080G2	$	22.86	15	$	26.29	15	$	26.29	0	$	36.20	37.70%
83	Valve. ½", Ball / Brass / Domestic Only		ea	$	19.88	Watts LFB6080G2	$	22.86	15	$	26.29	15	$	26.29	0	$	36.20	37.70%
84	Valve, ½", Gate / Brass / Domestic Only		ea	$	48.75	Nibco,10 per box	$	50.21	3	$	56.24	12	$	59.05	5	$	57.27	21.00%
85	Valve. ¾", Ball / Brass / Domestic Only		ea	$	31.38	Watts LFB6080G2	$	36.09	15	$	41.50	15	$	41.50	0	$	57.15	37.70%
86	Valve, ¾", Gate / Brass / Domestic Only		ea	$	58.13	Nibco,10 per box	$	59.87	3	$	67.05	12	$	70.40	5	$	68.12	21.00%
87	Valve, 1" Brass Ball/Domestic Only		ea	$	36.70	Watts LFB6080G2	$	42.21	15	$	48.54	15	$	48.54	0	$	66.84	37.70%
88	Valve, 1" Brass Gate/Domestic Only		ea	$	73.75	Nibco,5 per box	$	75.96	3	$	85.08	12	$	89.33	5	$	86.01	21.00%
89	Valve, 1 ½", Ball, Brass/Domestic Only		ea	$	82.55	Watts LFB6080G2	$	94.93	15	$	109.17	15	$	109.17	0	$	150.33	37.70%
90	Valve, 2", Gate, Brass/Domestic Only		ea	$	103.43	Nibco,2 per box	$	106.53	3	$	119.31	12	$	130.05	9	$	219.60	21.00%

91	Washer, ¾" x 1/8", (Pk. of 100)		PK	$ 8.00	Buy	$ 8.00		$ 8.00		$ 8.00	0	$ 10.00	11.00%
92	Washer, 1" x 1/8", (Pk. of 100)		PK	$ 12.00	"	$ 12.00		$ 12.00		$ 12.00	0	$ 14.00	11.00%
93	Y Branch, 1" x ¾", Compression		ea	$ 30.64		$ 30.64		$ 32.17	5	$ 34.58	7.5	$ 39.77	15.00%
	CAST IRON FITTINGS – DOMESTIC ONLY												
94	Bolt & Gasket Set for Megalugs 4"		ea	$ 12.93	TYLER	$ 13.58	5	$ 17.65	30	$ 18.71	6	$ 26.66	42.50%
95	Bolt & Gasket Set for Megalugs 6"		ea	$ 16.18		$ 16.99	5	$ 22.09	30	$ 23.42	6	$ 33.37	42.50%
96	Bolt & Gasket Set for Megalugs 8"		ea	$ 17.59		$ 18.47	5	$ 24.01	30	$ 25.45	6	$ 36.27	42.50%
97	Bolt & Gasket Set for Megalugs 10"		ea	$ 23.09		$ 24.24	5	$ 31.51	30	$ 33.40	6	$ 47.60	42.50%
98	Bolt & Gasket Set for Megalugs 12"		ea	$ 24.93		$ 26.18	5	$ 34.03	30	$ 36.07	6	$ 51.40	42.50%
99	Bolt & Flange Set 3" 304SS		ea	$ 7.35	EGW	$ 7.35		$ 8.45	15	$ 9.72	15	$ 9.72	0.00%
100	Bolt & Flange Kit, 4" 304SS		ea	$ 11.20	"	$ 11.20		$ 12.88	15	$ 14.81	15	$ 14.81	0.00%
101	Bolt & Flange Kit, 6" 304SS		ea	$ 17.82	"	$ 17.82		$ 20.49	15	$ 23.56	15	$ 23.56	0.00%
102	Bolt & Flange Kit, 8" 304SS		ea	$ 19.04	"	$ 19.04		$ 21.90	15	$ 25.19	15	$ 25.19	0.00%
103	Bolt & Flange Kit, 10" 304SS		ea	$ 47.20	"	$ 47.20		$ 54.28	15	$ 62.42	15	$ 62.42	0.00%
104	Bolt & Flange Kit, 12" 304SS		ea	$ 47.20	"	$ 47.20		$ 54.28	15	$ 62.42	15	$ 62.42	0.00%
105	Bolt & Flange Kit, 14" 304SS		ea	$ 64.71	"	$ 64.71		$ 74.42	15	$ 85.58	15	$ 85.58	0.00%
106	Cap, 4" MJ		ea	$ 30.07	TYLER	$ 31.57	5	$ 33.15		$ 35.14	6	$ 50.07	42.50%
107	Cap, 6" MJ		ea	$ 40.94		$ 42.99	5	$ 45.14		$ 47.85	6	$ 68.19	42.50%
108	Cap, 8" MJ		ea	$ 64.33		$ 67.55	5	$ 70.93		$ 75.19	6	$ 107.15	42.50%
109	Cap, 12" MJ		ea	$ 120.29		$ 126.30	5	$ 132.62		$ 140.58	6	$ 200.33	42.50%
110	Cap, 10" MJ		ea	$ 94.40		$ 99.12	5	$ 104.08		$ 110.32	6	$ 157.21	42.50%
111	Cleanout, Lateral CIG-1504	5	ea	$ 55.00	ACCUCAST	$ 55.00		$ 55.00		$ 68.75	25	$ 108.63	58.00%
112	Cleanout Shoe, 6" CI		ea	$ 218.44	BH	$ 218.44		$ 218.44		$ 233.73	7	$ 373.97	60.00%
113	Cleanout Shoe Lid, 6" CI		ea	$ 28.21	BH	$ 28.21		$ 28.21		$ 30.18	7	$ 48.29	60.00%
114	Flange, 4" Blind		ea	$ 40.94	TYLER	$ 42.99		$ 45.14		$ 47.85	6	$ 68.19	42.50%
115	Flange, 6" Blind		ea	$ 71.84		$ 75.43		$ 79.20		$ 83.95	6	$ 119.63	42.50%
116	Flange. 6" Companion		ea	$ 43.44		$ 45.61		$ 47.89		$ 50.76	6	$ 72.33	42.50%
117	Gasket, 4" Transition		ea	$ 3.00		$ 3.00		$ 3.00		$ 3.18	6	$ 10.02	215.00%
118	Gasket, 6" Flange		ea	$ 2.40		$ 2.40		$ 2.40		$ 2.54	6	$ 5.08	100.00%
119	Gasket, 6" Transition		ea	$ 4.00		$ 4.00		$ 4.00		$ 4.24	6	$ 13.36	215.00%
120	Gasket, 8" Transition		ea	$ 5.00		$ 5.00		$ 5.00		$ 5.30	6	$ 16.70	215.00%
121	Gasket, 10" Transition		ea	$ 7.00		$ 7.00		$ 7.00		$ 7.42	6	$ 23.37	215.00%
122	Gasket, 12" Transition		ea	$ 7.50		$ 7.50		$ 7.50		$ 7.95	6	$ 25.04	215.00%
123	Gland, Megalug, Rest / DI, 4", 1104DEC		ea	$ 17.27	STAR DOMESTIC	$ 17.27		$ 17.27		$ 18.31	6	$ 31.13	70.00%
124	Gland, Megalug, Rest / DI, 6", 1106DEC		ea	$ 20.32		$ 20.32		$ 20.32		$ 21.54	6	$ 36.62	70.00%
125	Gland, Megalug, Rest / DI, 8", 2008DEC		ea	$ 31.00		$ 31.00		$ 31.00		$ 32.86	6	$ 55.86	70.00%
126	Gland, Megalug, Rest / DI, 10", 2010DEC		ea	$ 44.91		$ 44.91		$ 44.91		$ 47.60	6	$ 80.92	70.00%

127	Gland, Megalug, Rest / DI, 12", 2012DEC		ea	$	66.74		$	66.74		$	66.74		$	70.74	6	$	120.26	70.00%
128	Gland, Megalug, Rest / PVC, 4", 2004PSC		ea	$	21.91		$	21.91		$	21.91		$	23.22	6	$	39.47	70.00%
129	Gland, Megalug, Rest / PVC, 6", 2006PSC		ea	$	25.69		$	25.69		$	25.69		$	27.23	6	$	46.29	70.00%
130	Gland, Megalug, Rest / PVC, 8", 2008PSC		ea	$	38.00		$	38.00		$	38.00		$	40.28	6	$	68.48	70.00%
131	Gland, Megalug, Rest / PVC, 10", 2010PSC		ea	$	71.84		$	71.84		$	71.84		$	76.15	6	$	129.46	70.00%
132	Gland, Megalug, Rest / PVC, 12", 2012PSC		ea	$	75.51		$	75.51		$	75.51		$	80.04	6	$	136.07	70.00%
133	Kit, 4" MJ Access		ea	$	18.29	TYLER	$	19.20	5	$	20.16		$	21.37	6	$	30.45	42.50%
134	Kit, 6" MJ Access		ea	$	21.85		$	22.94	5	$	24.09		$	25.54	6	$	36.39	42.50%
135	Kit, 8" MJ Access		ea	$	24.98		$	26.23	5	$	27.54		$	29.19	6	$	41.60	42.50%
136	Kit, 12" MJ Access		ea	$	37.46		$	39.33	5	$	41.30		$	43.78	6	$	62.39	42.50%
137	Kit, 24" MJ Access		ea	$	35.90		$	37.70	5	$	39.59		$	41.97	6	$	59.81	42.50%
138	Plug, 4" MJ		ea	$	38.43	TYLER	$	40.35	5	$	40.35		$	42.77	6	$	60.95	42.50%
139	Plug, 6" MJ		ea	$	61.82		$	64.91	5	$	64.91		$	68.80	6	$	98.04	42.50%
140	Plug, 8" MJ		ea	$	87.72		$	92.11	5	$	92.11		$	97.64	6	$	139.14	42.50%
141	Plug, 12" MJ		ea	$	135.33		$	142.10	5	$	142.10		$	150.63	6	$	214.65	42.50%
142	Plug, 10" MJ		ea	$	112.78		$	118.42	5	$	118.42		$	125.53	6	$	178.88	42.50%
143	Ring, Manhole 300-24		ea	$	168.73	BHFI	$	168.73		$	168.73		$	180.54	7	$	288.86	60.00%
144	Ring, Manhole VRM 30		ea	$	198.98	BHFI	$	198.98		$	198.98		$	212.91	7	$	281.04	32.00%
145	Riser, Cleanout Shoe, 2"		ea	$	169.60	BHFI	$	169.60		$	169.60		$	181.47	7	$	290.35	60.00%
146	Riser. Manhole, 2 5/8" CI		ea	$	147.54	BHFI	$	147.54		$	147.54		$	157.87	7	$	252.59	60.00%
147	Riser. Manhole, 4" CI		ea	$	183.60	BHFI	$	183.60		$	183.60		$	196.45	7	$	314.32	60.00%
148	Riser, Manhole, 6" CI		ea	$	275.40	BHFI	$	275.40		$	275.40		$	294.68	7	$	471.49	60.00%
149	Riser, Valve Stack, 1"		ea	$	18.76	BHFI	$	19.32	3	$	20.29	5	$	21.71	7	$	39.51	82.00%
150	Riser, Valve Stack, 2"		ea	$	25.68	BHFI	$	26.45	3	$	27.77	5	$	29.71	7	$	55.26	86.00%
151	Riser, Valve Stack, 4"		ea	$	39.50	BHFI	$	40.69	3	$	42.72	5	$	45.71	7	$	81.82	79.00%
152	Riser, Valve Stack, 6"		ea	$	52.33	BHFI	$	53.90	3	$	56.60	5	$	60.56	7	$	96.90	60.00%
153	Lid, Sanitary Sewer #300-24		ea	$	152.87	BHFI	$	152.87		$	152.87		$	163.57	7	$	261.71	60.00%
154	Lid, Storm Drain #300-24		ea	$	152.87	BHFI	$	152.87		$	152.87		$	163.57	7	$	261.71	60.00%
155	Lid, Sanitary Sewer VRM 30		ea	$	187.20	BHFI	$	187.20		$	187.20		$	200.30	7	$	320.48	60.00%
156	Shorty Valve Stacks		ea	$	50.00	BHFI	$	53.50	7	$	56.18	5	$	60.11	7	$	118.42	97.00%
157	Sleeve, Solid, 4" x 7" MJ		ea	$	38.43	TYLER	$	40.35	5	$	40.35		$	42.77	6	$	60.95	42.50%
158	Sleeve, Solid, 4" x 12" MJ		ea	$	60.15		$	63.16	5	$	63.16		$	66.95	6	$	95.40	42.50%
159	Sleeve, Solid, 6" x 7" MJ		ea	$	64.33		$	67.55	5	$	67.55		$	71.60	6	$	102.03	42.50%
160	Sleeve, Solid, 6" x 12" MJ		ea	$	90.22		$	94.73	5	$	94.73		$	100.41	6	$	143.08	42.50%
161	Sleeve, Solid, 8" x 7" MJ		ea	$	87.72		$	92.11	5	$	92.11		$	97.64	6	$	139.14	42.50%
162	Sleeve, Solid, 8" x 12" MJ		ea	$	117.79		$	123.68	5	$	123.68		$	131.10	6	$	186.82	42.50%
163	Sleeve, Solid, 10" x 7" MJ		ea	$	132.83		$	139.47	5	$	139.47		$	147.84	6	$	210.67	42.50%
164	Sleeve, Solid, 10" x 12" MJ		ea	$	176.27		$	185.08	5	$	185.08		$	196.18	6	$	279.56	42.50%
165	Sleeve, Solid, 12" x 7" MJ		ea	$	148.70		$	156.14	5	$	156.14		$	165.51	6	$	235.85	42.50%
166	Sleeve, Solid, 12" x 12" MJ		ea	$	238.09		$	249.99	5	$	249.99		$	264.99	6	$	377.61	42.50%
167	Sleeve, Solid, 24 x 15 MJ		ea	$	1,328.23		$	1,394.64	5	$	1,394.64		$	1,478.32	6	$	2,106.61	42.50%
168	Tee, 6", MJ		ea	$	148.70		$	156.14	5	$	156.14		$	165.51	6	$	235.85	42.50%

169	Tee, 6", MJ x FL		ea	$ 161.23		$ 169.29	5	$ 169.29		$ 179.45	6	$ 255.72	42.50%
170	Tee, 8" MJ x 6" FL		ea	$ 204.00		$ 214.20	5	$ 214.20		$ 227.05	6	$ 323.55	42.50%
171	Top, Valve Box, 10T		ea	$ 36.50	BHFI	$ 38.33	5	$ 40.25	5	$ 43.07	7	$ 55.99	30.00%
172	Top, Valve Box, 16T		ea	$ 46.00	BHFI	$ 48.30	5	$ 50.72		$ 54.27	7	$ 70.55	30.00%
173	Top, Valve Box, 26T		ea	$ 74.95	BHFI	$ 78.70	5	$ 82.64		$ 88.42	7	$ 114.95	30.00%
174	Valve Box Bottom 15 B		ea	$ 38.15	BHFI	$ 40.06	5	$ 42.06		$ 45.00	7	$ 58.50	30.00%
175	Valve Box Bottom 24 B		ea	$ 55.25	BHFI	$ 58.01	5	$ 60.91		$ 65.17	7	$ 84.72	30.00%
176	Valve Box Bottom 36 B		ea	$ 71.00	BHFI	$ 74.55	5	$ 78.28		$ 83.76	7	$ 108.89	30.00%
177	Valve Box, Adjustable Lid		ea	$ 18.00	TYLER	$ 18.90	5	$ 18.90		$ 20.03	6	$ 26.04	30.00%
	CLAMPS Smith Blair 226 or Equal)												
178	Clamp, Full Circle, ¾" x 3"		ea	$ 10.34	FORD	$ 10.86	5	$ 11.19	3	$ 11.53	3	$ 14.12	22.50%
179	Clamp, Full Circle, 1" x 3"		ea	$ 10.95		$ 11.50	5	$ 11.85	3	$ 12.21	3	$ 14.96	22.50%
180	Clamp, Full Circle, 2" x 3"		ea	$ 12.55		$ 13.18	5	$ 13.58	3	$ 13.99	3	$ 17.14	22.50%
181	Clamp, Full Circle SS, 2" x 7 ½", O.D. 2.35 – 2.63		ea	$ 31.81		$ 33.40	5	$ 34.40	3	$ 35.43	3	$ 43.40	22.50%
182	Clamp, Full Circle SS, 2" x 7 ½", O.D. 2.62 – 2.87		ea	$ 33.80		$ 35.49	5	$ 36.55	3	$ 37.65	3	$ 46.12	22.50%
183	Clamp, Full Circle SS, 2" x 12", O.D. 2.35 – 2.63		ea	$ 49.85		$ 52.34	5	$ 53.91	3	$ 55.53	3	$ 68.02	22.50%
184	Clamp, Full Circle SS, 2" x 12", O.D. 2.62 – 2.87		ea	$ 51.57		$ 54.15	5	$ 55.77	3	$ 57.44	3	$ 70.36	22.50%
185	Clamp, Full Circle SS, 4" x 7", w/ 1" cc Tap, O.D. 4.95 – 5.35		ea	$ 52.97		$ 55.62	5	$ 57.29	3	$ 59.01	3	$ 72.29	22.50%
186	Clamp, Full Circle SS, 4" x 7 ½", O.D. 4.74 – 5.14		ea	$ 40.17		$ 42.18	5	$ 43.45	3	$ 44.75	3	$ 54.82	22.50%
187	Clamp, Full Circle SS, 4" x 7 ½", O.D. 4.95 – 5.35		ea	$ 40.17		$ 42.18	5	$ 43.45	3	$ 44.75	3	$ 54.82	22.50%
188	Clamp, Full Circle SS, 4" x 12", O.D. 4.74– 5.14		ea	$ 57.68		$ 60.56	5	$ 62.38	3	$ 64.25	3	$ 78.71	22.50%
189	Clamp, Full Circle SS, 4" x 12", O.D. 4.95 – 5.35	1	ea	$ 57.68		$ 60.56	5	$ 62.38	3	$ 64.25	3	$ 78.71	22.50%
190	Clamp, Full Circle SS, 6" x 7", w/ 1" cc Tap, O.D. 7.05 – 7.45	2	ea	$ 61.55		$ 64.63	5	$ 66.57	3	$ 68.57	3	$ 84.00	22.50%
191	Clamp, Full Circle SS, 6" x 7 ½", O.D. 6.84 – 7.24	2	ea	$ 47.11		$ 49.47	5	$ 50.95	3	$ 52.48	3	$ 64.29	22.50%
192	Clamp, Full Circle SS, 6" x 7 ½", O.D. 7.05 – 7.45	3	ea	$ 47.11		$ 49.47	5	$ 50.95	3	$ 52.48	3	$ 64.29	22.50%
193	Clamp, Full Circle SS, 6" x 12", O.D. 6.84 – 7.24	3	ea	$ 73.39		$ 77.06	5	$ 79.37	3	$ 81.75	3	$ 100.14	22.50%

Revised 10/15/2024

194	Clamp, Full Circle SS, 6" x 12", O.D. 7.05 – 7.45	2	ea	$ 73.39		$ 77.06	5	$ 79.37	3	$ 81.75	3	$ 100.14	22.50%
195	Clamp, Full Circle SS, 6" x 12", O.D. 7.45 – 7.85	3	ea	$ 73.39		$ 77.06	5	$ 79.37	3	$ 81.75	3	$ 100.14	22.50%
196	Clamp, Full Circle SS, 6" x 20", O.D. 6.84 – 7.24	2	ea	$ 108.77		$ 114.21	5	$ 117.64	3	$ 121.17	3	$ 148.43	22.50%
197	Clamp, Full Circle SS, 8" x 7 ½", O.D. 8.99 – 9.39	2	ea	$ 47.98		$ 50.38	5	$ 51.89	3	$ 53.45	3	$ 65.48	22.50%
198	Clamp, Full Circle SS, 8" x 7 ½", O.D. 9.27 – 9.67	3	ea	$ 49.07		$ 51.52	5	$ 53.07	3	$ 54.66	3	$ 66.96	22.50%
199	Clamp, Full Circle SS, 8" x 12", O.D. 8.99 – 9.39	1	ea	$ 72.21		$ 75.82	5	$ 78.09	3	$ 80.43	3	$ 98.53	22.50%
200	Clamp, Full Circle SS, 8" x 12", O.D. 9.27 – 9.67	2	ea	$ 73.89		$ 77.58	5	$ 79.91	3	$ 82.31	3	$ 100.83	22.50%
201	Clamp, Full Circle SS, 10" x 7 ½", O.D. 11.75 – 12.15	1	ea	$ 62.76		$ 65.90	5	$ 67.88	3	$ 69.92	3	$ 85.65	22.50%
202	Clamp, Full Circle SS, 10" x 12", O.D. 11.04 – 11.44	1	ea	$ 98.55		$ 103.48	5	$ 106.58	3	$ 109.78	3	$ 134.48	22.50%
203	Clamp, Full Circle SS, 10" x 12", O.D. 11.34 – 11.74	2	ea	$ 98.55		$ 103.48	5	$ 106.58	3	$ 109.78	3	$ 134.48	22.50%
204	Clamp, Full Circle SS, 10" x 18", O.D. 11.75 – 12.15	2	ea	$ 151.43		$ 159.00	5	$ 163.77	3	$ 168.68	3	$ 206.63	22.50%
205	Clamp, Full Circle SS, 12" x 7 ½", O.D. 13.10 – 13.50	2	ea	$ 69.19		$ 72.65	5	$ 74.83	3	$ 77.07	3	$ 94.41	22.50%
206	Clamp, Full Circle SS, 12" x 7 ½", O.D. 14.00 – 14.40	2	ea	$ 70.52		$ 74.05	5	$ 76.27	3	$ 78.56	3	$ 96.24	22.50%
207	Clamp, Full Circle SS, 12" x 12", O.D. 13.10 – 13.50	2	ea	$ 107.20		$ 112.56	5	$ 115.94	3	$ 119.42	3	$ 146.29	22.50%
208	Clamp, Full Circle SS, 12" x 12", O.D. 14.00 – 14.40	3	ea	$ 112.93		$ 118.58	5	$ 122.14	3	$ 125.80	3	$ 154.11	22.50%
209	Clamp, Full Circle SS, 12" x 12", O.D. 14.30 – 14.70	3	ea	$ 213.31		$ 223.98	5	$ 230.70	3	$ 237.62	3	$ 291.08	22.50%
210	Clamp, Full Circle SS, 12" x 15", O.D. 12.62 – 13.02	1	ea	$ 121.21		$ 127.27	5	$ 131.09	3	$ 135.02	3	$ 165.40	22.50%
211	Clamp, Full Circle SS, 12" x 15", O.D. 14.00 – 14.40	1	ea	$ 124.45		$ 130.67	5	$ 134.59	3	$ 138.63	3	$ 169.82	22.50%

212	Clamp, Full Circle SS, 12" x 20", O.D. 13.20 – 13.50	3	ea	$ 168.96		$ 177.41	5	$ 182.73	3	$ 188.21	3	$ 230.56	22.50%		
213	Clamp, Full Circle SS, 12" x 20", O.D. 14.30 – 14.70	3	ea	$ 392.26		$ 411.87	5	$ 424.23	3	$ 436.96	3	$ 535.28	22.50%		
	FIRE HYDRANT PARTS														
	(OEM ONLY)														
214	Cap, Hose Nozzle C200	4	ea	$ 70.70		$ 74.24	5	$ 77.21	4	$ 86.48	12	$ 116.75	35.00%		
215	Cap, Pumper Nozzle, / Improved C200	6	ea	$ 165.94		$ 174.24	5	$ 181.21	4	$ 202.96	12	$ 274.00	35.00%		
216	Chain, C200 & Improved	6	ea	$ 10.08		$ 10.58	5	$ 11.00	4	$ 12.32	12	$ 16.63	35.00%		
217	Flange, Extension / Mueller	4	ea	$ 84.32		$ 88.54	5	$ 92.08	4	$ 103.13	12	$ 139.23	35.00%		
218	Gasket, Hose Nozzle / Improved C200	6	ea	$ 4.08		$ 4.28	5	$ 4.45	4	$ 4.98	12	$ 6.72	35.00%		
219	Gasket, Safety Flange, Mueller	6	ea	$ 15.97		$ 16.77	5	$ 17.44	4	$ 19.53	12	$ 26.37	35.00%		
220	Gasket, Seat Ring, Metal / Improved	1	ea	$ 21.29		$ 22.35	5	$ 23.24	4	$ 26.03	12	$ 35.14	35.00%		
221	Grease, Clow Hydrant	6	ea	$ 30.00		$ 31.50	5	$ 32.45	3	$ 36.34	12	$ 47.24	30.00%		
222	Hook, S/Improved & C200	6	ea	$ 1.50		$ 1.58	5	$ 1.64	4	$ 1.84	12	$ 2.48	35.00%		
223	Hose Nozzle, C200 / Post 1978	3	ea	$ 68.41		$ 71.83	5	$ 74.70	4	$ 83.66	12	$ 112.94	35.00%		
224	Hose Nozzle, Waterous	3	ea	$ 112.13		$ 117.74	5	$ 127.16	8	$ 143.69	13	$ 179.61	25.00%		
225	Hydrant, Fire, / 3' Bury Mueller	2	ea	$ 1,645.00		$ 1,694.35	3	$ 1,762.12	4	$ 1,955.95	11	$ 2,581.85	32.00%		
226	Hydrant, Fire,/3.5' Bury Mueller	1	ea	$ 1,675.00		$ 1,725.25	3	$ 1,794.26	4	$ 1,991.63	11	$ 2,628.95	32.00%		
227	Hydrant, Fire, / 4' Bury Mueller	3	ea	$ 1,699.00		$ 1,749.97	3	$ 1,819.97	4	$ 2,020.17	11	$ 2,666.62	32.00%		
228	Hydrant, Fire, / 5' Bury Mueller	2	ea	$ 1,800.00		$ 1,854.00	3	$ 1,928.16	4	$ 2,140.26	11	$ 2,825.14	32.00%		
229	Kit, Bonnet Repair / C200	8	ea	$ 68.79		$ 72.23	5	$ 75.12	4	$ 84.13	12	$ 113.58	35.00%		
230	Kit, Bonnet Repair / Waterous	2	ea	$ 39.00		$ 40.95	5	$ 44.23	8	$ 49.98	13	$ 62.48	25.00%		
231	Kit, Extension / Mueller / Post 74	1	ea	$ 277.18		$ 291.04	5	$ 302.68	4	$ 339.00	12	$ 457.65	35.00%		
232	Kit, Extension / 12" Mueller w/ Barrel	1	ea	$ 281.25		$ 295.31	5	$ 307.12	4	$ 343.97	12	$ 464.36	35.00%		
233	Kit, Main Valve Repair/Mueller Post 72		ea	$ 450.18		$ 472.69	5	$ 491.60	4	$ 550.59	12	$ 743.30	35.00%		
234	Kit, Main Valve Repair/Mueller Pre 72		ea	$ 657.52	47% off list for cost	$ 690.40	5	$ 718.02	4	$ 804.18	12	$ 1,085.64	35.00%		
235	Kit, Safety Repair / Clow, Medallion 5 ¼"		ea	$ 202.48	54.5% off list for cost	$ 212.60	5	$ 218.98	3	$ 245.26	12	$ 318.84	30.00%		
236	Kit, Safety Repair / Mueller, Post 72		ea	$ 135.00		$ 141.75	5	$ 147.42	4	$ 165.11	12	$ 222.90	35.00%		
237	Kit, Safety Repair/US Pipe		ea	$ 223.55		$ 234.73	5	$ 244.12	4	$ 273.41	12	$ 369.10	35.00%		
238	Kit, Main Valve Repair Clow Medallian		ea	$ 254.23		$ 266.94	5	$ 274.95	3	$ 307.94	12	$ 488.91	30.00%		
239	Nut, Cap C200		ea	$ 16.84		$ 17.68	5	$ 18.39	4	$ 20.60	12	$ 27.81	35.00%		
240	Nut, Hold Down / C200 & Impr 1987 & Earlier		ea	$ 60.19		$ 63.20	5	$ 65.73	4	$ 73.62	12	$ 99.39	35.00%		
241	Nut, Operating, Mueller Post 88, Square Head		ea	$ 189.48		$ 198.95	5	$ 206.91	4	$ 231.74	12	$ 312.85	35.00%		

242	Nut, Operating, Mueller Pre 88		ea	$ 189.48		$ 198.95	5	$ 206.91	4	$ 231.74	12	$ 312.85	35.00%
243	O-Ring, Bonnet Revolving Nut, US Pipe		ea	$ 4.03		$ 4.23	5	$ 4.40	4	$ 4.93	12	$ 6.65	35.00%
244	O-Ring, Hose Nozzle, Waterous		ea	$ 8.94	35% off list for cost	$ 9.39	5	$ 10.14	8	$ 11.46	13	$ 14.36	25.00%
245	O-Ring, Inner Revolving Nut, US Pipe		ea	$ 4.33		$ 4.55	5	$ 4.73	4	$ 5.30	12	$ 7.16	35.00%
246	Oil, Fire Hydrant		gl	$ 37.16		$ 37.16		$ 38.65	4	$ 43.29	12	$ 58.44	35.00%
247	Plate, Upper Valve, Improved		ea	$ 199.78		$ 209.77	5	$ 218.16	4	$ 244.34	12	$ 329.86	35.00%
248	Ring, Seat / Improved		ea	$ 275.73		$ 289.52	5	$ 301.10	4	$ 337.23	12	$ 455.26	35.00%
249	Seal, Bonnet / US Pipe		ea	$ 17.65		$ 18.53	5	$ 19.27	4	$ 21.58	12	$ 29.13	35.00%
250	Stem, Upper/Improved		ea	$ 175.51		$ 184.29	5	$ 191.66	4	$ 214.66	12	$ 289.79	35.00%
251	Stem, Upper/C200/75-76		ea	$ 167.82		$ 176.21	5	$ 183.26	4	$ 205.25	12	$ 277.09	35.00%
252	Stem, Upper / C200/77-86		ea	$ 175.43		$ 184.20	5	$ 191.57	4	$ 214.56	12	$ 289.66	35.00%
253	Stem, Upper / C200/87 – Present		ea	$ 167.82		$ 176.21	5	$ 183.26	4	$ 205.25	12	$ 277.09	35.00%
254	Weather Cap, C200		ea	$ 28.99		$ 30.44	5	$ 31.66	4	$ 35.46	12	$ 47.87	35.00%
	MISCELLANEOUS												
255	Chamlock, 2" Male. 20A		ea	$ 9.00		$ 9.00		$ 9.00		$ 9.45	5	$ 9.45	0.00%
256	Chamlock, 2" Female. 20D		ea	$ 12.00		$ 12.00		$ 12.00		$ 12.60	5	$ 12.60	0.00%
257	Chamlock, 2.5" Male. 25A		ea	$ 10.00		$ 10.00		$ 10.00		$ 10.50	5	$ 10.50	0.00%
258	Chamlock, 2.5" Female. 25D		ea	$ 14.00		$ 14.00		$ 14.00		$ 14.70	5	$ 14.70	0.00%
259	Coupling, 6" Hymax 860-56-0163-16		ea	$ 198.74		$ 204.70	3	$ 204.70		$ 208.79	2	$ 244.28	17.00%
260	Coupling, 4" Hymax 860-56- 0108-16C		ea	$ 150.07		$ 154.57	3	$ 154.57		$ 157.66	2	$ 184.46	17.00%
261	Coupling, 8" Hymax 860-56-0217-16		ea	$ 224.38		$ 231.11	3	$ 231.11		$ 235.73	2	$ 275.80	17.00%
262	Coupling, 10" Hymax 860-56-0278-16	2	ea	$ 311.31		$ 320.65	3	$ 320.65		$ 327.06	2	$ 382.66	17.00%
263	Coupling, 12" Hymax 860-56-0334-16	6	ea	$ 415.77		$ 428.24	3	$ 428.24		$ 436.80	2	$ 511.06	17.00%
264	Coupling, Dresser, 1" Smith Blair (No Romac)	4	ea	$ 22.82	Smith Blair	$ 22.82		$ 23.96	5	$ 25.88	8	$ 36.23	40.00%
265	Coupling, Dresser, 1 ½" Smith Blair (No Romac)	6	ea	$ 28.52		$ 28.52		$ 29.95	5	$ 32.35	8	$ 45.29	40.00%
266	Coupling, 2" Hymax	12	ea	$ 88.78		$ 91.44	3	$ 91.44		$ 93.27	2	$ 109.13	17.00%
267	Flaring Tool, 1", (Reed SFPE 1" or Equivalent)	2	ea	$ 116.94		$ 116.94		$ 116.94		$ 116.94	0	$ 128.63	10.00%
268	Hand Pump, 36" x 72" Hose, Siphon King 48072 or Equivalent.	15	ea	$ 30.00		$ 30.00		$ 31.50	5	$ 32.76	4	$ 36.04	10.00%
269	Lid, for 34P14/CI	25	ea	$ 30.98	BHFI	$ 30.98		$ 30.98		$ 33.15	7	$ 53.04	60.00%
270	Lid, CI/55A	10	ea	$ 114.67		$ 114.67		$ 114.67		$ 122.70	7	$ 196.32	60.00%
271	Lid, Plastic/55A	60		$ 50.14		$ 50.14		$ 50.14		$ 53.65	7	$ 77.79	45.00%
272	Lid, for DFW37C-14-1MKF	25	ea	$ 38.55	DFW	$ 38.55		$ 38.55		$ 38.55	0	$ 53.97	40.00%
273	Lid, for DFW65C-14-1MKF	25	ea	$ 68.12		$ 68.12		$ 68.12		$ 68.12	0	$ 95.37	40.00%
274	Marker, Manhole Curb	200	ea	$ 2.50		$ 2.50		$ 2.50		$ 2.50	0	$ 2.50	0.00%

275	Meter Box, DFW65C-14-1MKF	25	ea	$	154.77		$	154.77		$	154.77		$	154.77	0	$	216.68	40.00%
276	Meter Box, DFW37C-14-1MKF	250	ea	$	84.38		$	84.38		$	84.38		$	84.38	0	$	118.13	40.00%
277	Meter Box, DFW37C-12-1MKF	25	ea	$	81.03		$	81.03		$	81.03		$	81.03	0	$	113.44	40.00%
278	Meter Box, DFW37C-18-1MKF	20	ea	$	102.75		$	102.75		$	102.75		$	102.75	0	$	143.85	40.00%
279	Tube, Meter Reading 3"x24"	6	ea	$	53.00	AJM	$	53.00		$	58.00	$5ea	$	60.90	5	$	60.90	0.00%
280	Tube. Meter Reading, 3"x36"	6	ea	$	65.00		$	65.00		$	70.00	$5ea	$	73.50	5	$	73.50	0.00%
281	Water Stop, Strong Plug	30	ea	$	55.00	STRONG PLUG	$	55.00		$	55.00		$	55.00	0	$	55.00	0.00%
	PIPE																
282	Insert, Poly, ¾", CTS	60	ea	$	1.28		$	1.28		$	1.34	5	$	1.44	7.5	$	1.66	15.00%
283	Insert, Poly, 1", CTS	60	ea	$	1.36		$	1.36		$	1.43	5	$	1.54	7.5	$	1.77	15.00%
284	Insert, Poly, 1 ½", CTS	12	ea	$	1.88		$	1.88		$	1.97	5	$	2.12	7.5	$	2.44	15.00%
285	Insert, Poly, 2", CTS	60	ea	$	1.88		$	1.88		$	1.97	5	$	2.12	7.5	$	2.44	15.00%
286	Pipe, Joint Lube	20	qt	$	3.00		$	3.00		$	3.00		$	3.00	0	$	3.00	0.00%
287	Pipe, 4" C-900 DR-18	240	ft	$	2.41		$	2.41		$	2.41		$	3.18	32	$	10.97	245.00%
288	Pipe, 4" SDR-35	800	ft	$	0.99	USED BLK 120	$	0.99		$	0.99		$	1.29	32	$	4.45	245.00%
289	Pipe. 4" Schedule 40 BE	60	ft	$	2.25		$	2.25		$	2.25		$	2.97	32	$	10.25	245.00%
290	Pipe. 6" C-900 DR-18	150	ft	$	4.80		$	4.80		$	4.80		$	6.41	32	$	22.11	245.00%
291	Pipe. 6" SDR-35	200	ft	$	2.17		$	2.17		$	2.17		$	2.88	32	$	9.94	245.00%
292	Pipe. 8" C-900 DR-18	60	ft	$	8.30		$	8.30		$	8.30		$	11.05	32	$	38.12	245.00%
293	Pipe. 8" SDR-35	300	ft	$	3.88		$	3.88		$	3.88		$	5.20	32	$	17.94	245.00%
294	Pipe, 10" C-900 DR-18	20	ft	$	12.45		$	12.45		$	12.45		$	16.59	32	$	57.24	245.00%
295	Pipe, 10" SDR-35	20	ft	$	6.08		$	6.08		$	6.08		$	8.12	32	$	28.01	245.00%
296	Pipe, 12" C-900 DR-18	40	ft	$	17.58		$	17.58		$	17.58		$	23.40	32	$	80.73	245.00%
297	Pipe, 12" SDR-35		ft	$	8.73		$	8.73		$	8.73		$	11.67	32	$	40.26	245.00%
298	Tubing, Polyethylene, ¾", CTS, SDR-9		ft	$	0.24		$	0.24		$	0.24		$	0.26	10	$	0.36	38.00%
299	Tubing, Polyethylene, 1", CTS, SDR-9		ft	$	0.38		$	0.38		$	0.38		$	0.42	10	$	0.58	38.00%
300	Tubing, Polyethylene, 1 ½", CTS, SDR-9		ft	$	0.80		$	0.80		$	0.80		$	0.88	10	$	1.21	38.00%
301	Tubing, Polyethylene, 2" , CTS, SDR-9		ft	$	1.65		$	1.65		$	1.65		$	1.82	10	$	2.51	38.00%
	SEWER ADAPTORS																
302	Adapter, 4" PVC x Clay Tile	6	ea	$	3.47	Fernco	$	3.64	5	$	3.82		$	4.05	6	$	5.06	25.00%
303	Adapter, 4" PVC x PVC	6	ea	$	3.47		$	3.64	5	$	3.82		$	4.05	6	$	5.06	25.00%
304	Adapter, 6" PVC x Clay Tile	6	ea	$	7.40		$	7.77	5	$	8.16		$	8.65	6	$	10.81	25.00%
305	Adapter, 6" PVC x PVC	6	ea	$	7.40		$	7.77	5	$	8.16		$	8.65	6	$	10.81	25.00%
306	Adapter, 8" PVC x Clay Tile	4	ea	$	11.39		$	11.96	5	$	12.56		$	13.31	6	$	16.64	25.00%
307	Adapter, 8" PVC x PVC	3	ea	$	11.39		$	11.96	5	$	12.56		$	13.31	6	$	16.64	25.00%
308	Adapter, 10" PVC x Clay Tile	4	ea	$	17.09		$	17.94	5	$	18.84		$	19.97	6	$	24.96	25.00%
309	Adapter, 10" PVC x PVC	2	ea	$	17.09		$	17.94	5	$	18.84		$	19.97	6	$	24.96	25.00%
310	Adapter, 12" PVC x Clay Tile	2	ea	$	19.94		$	20.94	5	$	21.99		$	23.31	6	$	29.14	25.00%
311	Adapter, 15" PVC x PVC	2	ea	$	33.72		$	35.41	5	$	37.18		$	39.41	6	$	49.26	25.00%
312	Adapter, 15" PVC x Clay Tile	2	ea	$	33.72		$	35.41	5	$	37.18		$	39.41	6	$	49.26	25.00%
313	Adapter, 12" PVC x PVC	2	ea	$	19.94		$	20.94	5	$	21.99		$	23.31	6	$	29.14	25.00%
	SEWER FITTINGS																
314	Adapter, 4' Female SDR 35	6	ea	$	3.34	P1404	$	3.57	7	$	3.78	6	$	4.65	23	$	6.05	30.00%
315	Adapter, 4' Sch 40 to SDR35	12	ea	$	3.70	P1208	$	3.96	7	$	4.20	6	$	5.17	23	$	6.72	30.00%

316	Bushing, 4 x 3 / SDR35 to Sch40	12	ea	$	12.71	P1211	$	13.60	7		$	14.42	6	$	17.74	23	$	23.06	30.00%
317	Cap, 4" SDR 35 SW Plastic Trends	8	ea	$	1.48	P1604	$	1.58	7		$	1.67	6	$	2.05	23	$	2.67	30.00%
318	Cap, 4" Rubber Plastic Trends	9	ea	$	2.18	FERNCO QC-104	$	2.29	5		$	2.29		$	2.43	6	$	3.04	25.00%
319	Cap, 6" SDR 35 SW Plastic Trends	3	ea	$	5.37	P1606	$	5.75	7		$	6.10	6	$	7.50	23	$	9.75	30.00%
320	Cap, 8" SDR35 SW Plastic Trends	2	ea	$	17.59	P1608	$	18.82	7		$	19.95	6	$	24.54	23	$	31.90	30.00%
321	Coupling, 4" SDR 35 SW Plastic Trends	24	ea	$	1.68	P604	$	1.80	7		$	1.91	6	$	2.35	23	$	3.06	30.00%
322	Coupling, 4" Repair, SDR35 Gasketed Plastic Trends	48	ea	$	8.60	G624	$	9.20	7		$	9.75	6	$	11.99	23	$	15.59	30.00%
323	Coupling, 6" SDR 35 SW Plastic Trends	4	ea	$	6.12	P606	$	6.55	7		$	6.94	6	$	8.54	23	$	11.10	30.00%
324	Coupling, 6" Repair, SDR 35 Gasketed Plastic Trends	12	ea	$	17.16	G626	$	18.36	7		$	19.46	6	$	23.94	23	$	31.12	30.00%
325	Fitting, PVC, 4" 1/16 Bend SDR 35 SW Plastic Trends	12	ea	$	2.78	P1704	$	2.97	7		$	3.15	6	$	3.87	23	$	5.03	30.00%
326	Fitting, PVC, 4" 45 Degree Bend SDR 35 SW Plastic Trends	24	ea	$	2.54	P504	$	2.72	7		$	2.88	6	$	3.54	23	$	4.60	30.00%
327	Fitting, PVC, 4" Tee Wye, SDR 35 SW Plastic Trends	6	ea	$	5.35	P156	$	5.72	7		$	6.06	6	$	7.45	23	$	9.69	30.00%
328	Fitting, PVC, 4" Wye SDR 35 SW Plastic Trends	6	ea	$	4.85	P304	$	5.19	7		$	5.50	6	$	6.77	23	$	8.80	30.00%
329	Fitting, PVC, 6" 1/16 Bend SDR 35 SW Plastic Trends	4	ea	$	12.20	P1706	$	13.05	7		$	13.83	6	$	17.01	23	$	22.11	30.00%
330	Fitting, PVC, 6" 45 Degree Bend SDR 35 SW Plastic Trends	3	ea	$	9.98	P506	$	10.68	7		$	11.32	6	$	13.92	23	$	18.10	30.00%
331	Plug. 3" Sewer Relief	6	ea	$	4.32	DS-SRP3	$	4.32			$	4.32		$	4.32	0	$	5.62	30.00%
332	Plug, 4" Sewer Threaded	6	ea	$	1.76	P1154	$	1.76			$	1.87	6	$	2.30	23	$	2.99	30.00%
333	Plug, 4" Sewer Relief	6	ea	$	5.02	DS-SRP4	$	5.02			$	5.02		$	5.02	0	$	6.53	30.00%
334	Plug, 6" Gripper	6	ea	$	15.00	270-253	$	15.00			$	15.75	5	$	16.22	3	$	21.09	30.00%
335	Bands, Sewer Saddle	125	ea	$	4.25	CHERNE	$	4.25			$	4.25		$	5.23	23	$	5.23	0.00%
336	Sewer Saddles, 4" to fit 6-12" Pipe	12	ea	$	28.00		$	29.40	5	32.34	$	30.87	5	$	32.72	6	$	40.90	25.00%
337	Smoke Bombs – 2 Fuse – 3 Minute 12 per bx	12	EA	$	10.25	072-638 SOLD PER EA ONLY	$	10.25			$	10.25		$	10.56	3	$	10.56	0.00%
	VALVES																		
338	Gate Valve, RS, 2" CI Screwed	24	ea	$	225.00		$	231.75	3		$	243.34	5	$	294.44	21	$	397.49	35.00%
339	Gate Valve, RS, 4" MJ	2	ea	$	335.00		$	345.05	3		$	362.30	5	$	438.38	21	$	591.81	35.00%
340	Gate Valve, RS, 4" MJ x FL	2	ea	$	335.00		$	345.05	3		$	362.30	5	$	438.38	21	$	591.81	35.00%
341	Gate Valve, RS, 6" MJ	3	ea	$	435.00		$	448.05	3		$	470.45	5	$	569.24	21	$	768.47	35.00%
342	Gate Valve, RS, 6" MJ x FL	6	ea	$	435.00		$	448.05	3		$	470.45	5	$	569.24	21	$	768.47	35.00%
343	Gate Valve, RS, 6" FL X FL	3	ea	$	435.00		$	448.05	3		$	470.45	5	$	569.24	21	$	768.47	35.00%
344	Gate Valve, RS, 8" MJ	3	ea	$	725.00		$	746.75	3		$	784.09	5	$	948.75	21	$	1,280.81	35.00%

345	Gate Valve, RS, 8" MJ x FL	3	ea	$ 725.00		$ 746.75	3	$ 784.09	5	$ 948.75	21	$ 1,280.81	35.00%		
346	Gate Valve, RS 12" MJ x FL	2	ea	$ 1,250.00		$ 1,287.50	3	$ 1,351.88	5	$ 1,635.77	21	$ 2,208.29	35.00%		
347	Gate Valve, RS 12" MJ	1	ea	$ 1,250.00		$ 1,287.50	3	$ 1,351.88	5	$ 1,635.77	21	$ 2,208.29	35.00%		
	TOTAL														

STAFF REPORT

MEETING: City Council - 07 Jun 2022

TITLE:
Consider a Resolution suspending the June 17, 2022 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the Public as required by law; requiring notice of this Resolution to the company and legal counsel for the Steering Committee.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Edena Atmore, Managing Director of Financial Services

BACKGROUND/HISTORY:
Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about May 13, 2022 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about $251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about $6.02 per month.

The resolution suspends the June 17, 2022 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails**

to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

POLICY EXPLANATION:
The City of Duncanville is a member of a 169-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since March 2017.

Explanation of "Be It Resolved" Paragraphs:
Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as “the maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by June 17, 2022.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City’s action by sending a copy of the approved and signed resolution to certain designated individuals.

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

ATTACHMENTS:

Attachment 1 - Resolution No. - 2022-043 - Oncor Rate Filing - 2022

RESOLUTION NO. 2022-043

RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Duncanville a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022; and

WHEREAS, the City of Duncanville is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

SECTION 1. That the June 17, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the 7TH day of JUNE, 2022.

_____
Mayor Barry L. Gordon

ATTEST:

_____
Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 07 Jun 2022

TITLE:
Consider a Resolution approving an offer of a Hotel Occupancy Tax Grant for the FY22-23 Budget in the amount of $85,000 to Hoopfest Basketball Organization for the 14th Annual Thanksgiving Hoopfest to directly enhance and promote tourism and the hotel industry; conditional upon approval in the FY 22-23 Budget.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
  - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Agustin 'Gus' Garcia, Managing Director of Development Services

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

There is a two-part test for every expenditure of local hotel occupancy tax.
Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry. Under the Tax Code, every event, program, or facility funded with hotel occupancy tax revenues must likely do two things: 1) directly promote tourism; and 2) directly promote the convention and hotel industry.

"Tourism" is defined under Texas law as guiding or managing individuals who are traveling to a different, city, county, state, or country. A "direct" promotion of the convention and hotel industry has been consistently interpreted by the Texas Attorney General as a program, event, or facility likely to cause increased hotel or convention activity. This activity may result from hotel or convention guests that are already in town and choose to attend the hotel tax funded facility or arts or historical event, or it may

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

Entities applying for hotel occupancy tax revenue funding should indicate how they will market the event to attract tourists and hotel guests. If an entity does not adequately market its events to tourists and hotel guests, it is difficult to produce an event or facility that will effectively promote tourism and hotel activity.

Criteria #2: Every expenditure of the hotel occupancy tax must clearly fit into one of nine statutorily provided categories for expenditure of local hotel occupancy tax revenues.

The nine categories for expenditure of the hotel occupancy tax are as follows:

1-) Funding the establishment, improvement, or maintenance of a convention center or visitor information center.
2-) Paying the administrative costs for facilitating convention registration.
3-) Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity.
4-) Expenditures that promote the arts.

Under § 351.103(c), a city with a population of under 125,000 may expend up to 15% of the hotel occupancy tax revenue collected for art-related programs that also promote tourism and local hotel and convention activity. Specifically, it allows funding the encouragement, promotion, improvement, and application of the arts including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms. However, it is not enough that a facility or event promotes the arts; Texas law requires that the arts related expenditure also directly promote tourism and the hotel and convention industry.

Section 351.101(a) of the Tax Code specifically states that “the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry.” The Texas Attorney General reaffirmed this standard when it held in Opinion GA-0124: “Under section 351.101 of the Tax Code, a municipality may expend its municipal hotel occupancy tax revenue only to promote tourism and the convention and hotel industry, and only for the specific uses listed in the statute.”

In order to comply with the hotel occupancy tax statute, THLA and TFA agree that to be eligible for municipal arts funding with HOT revenues, recipients must satisfy the following requirements:

The recipient presents, performs, promotes, encourages or otherwise makes possible, artistic events, cultural performances, programs, exhibitions or lectures involving the major art forms listed in the statute, or “other arts related to the presentation, performance, execution and exhibition of these major art forms.”
The hotel occupancy tax funded programs and events are advertised and open to the general public.
The recipient directly enhances and promotes tourism and the convention and hotel industry.

Criteria Examples:

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

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

The applicant's funding history is listed below.

There were no HOT grants requested for FY21-22, FY20-21, and FY19-20

The requested funds will be used towards room and board for teams, hospitality room costs, promotion and marketing of event, officials, facility rental, website maintenance, graphics, ground transportation, printing and branding.

FUNDING SOURCE:

ORG and Object Number
10011000/700450

Available Budget	**Purchase Amount**	**After Encumber**
$275,538.80	$85,000	$190,538.80

ACTION ALTERNATIVES:
1. Approve the resolution to offer a Hotel Occupancy Tax Grant for the FY22-23 Budget for $85,000 to the Hoopfest Basketball Organization's 14th Annual Thanksgiving Hoopfest.
2. Do not approve the resolution.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1- HOT Funds Application- Hoopfest Basketball Organization
Attachment 2 - Resolution No. - 2022-035 - HOT Grant - Hoopfest

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

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

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

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

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

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

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

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

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

4. tourist attractions in or near the city.

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

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

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

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

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

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

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

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

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

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

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

Please Submit to: Agustin Garcia, Director of Economic Development

Mail To:
P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call 972.780.4997.

Duncanville
City of Champions

Hotel Occupancy Funding Application

Date: 05/ 16 / 2022

Organization Information

Name of Organization: Hoopfest Basketball

Address: 5565 Deer Creek Dr. Unit A

City, State, Zip: Dallas, Tx. 75228

Contact Name: Glenn Smith Contact Phone Number: 214-773-1016

Web Site Address for Event or Sponsoring Entity: www.hoopfest basketball.com

Non-Profit or For-Profit Status: Non-Profit Tax ID #: 83-1587618

Entity's Creation Date: 2017

Purpose of your organization: The purpose of this oragnization is to use the game of basketball as a resource to reach our youth and align them with mentors who will help them reach their goals and dreams.

Event Information

Name of Event or Project: 14th Annual Thanksgiving Hoopfest

Date of Event or Project: November 25-26, 2022

Primary Location of Event or Project: Sandra Meadows Arena

Amount Requested: $85,000.00

How will the funds be used? The majority of the funds will go towards hotel rooms for out of town and out of state teams, ground transportation, hospitality suite, gym rental, officials, food and marketing.

Primary Purpose of Funded Activity/Facility:

To bring the top high school basketball teams from around the country to the "City of Champions" Duncanville. Thanksgiving weekend is normally the slowest time of the year for hotels and restaurants. This event brings teams, fans, families, hundreds of college coaches and NBA scouts who all support the local restuarants and hotels.

Percentage of Hotel Tax Support of Related Costs

30-35 Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

5 Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **b) Registration of Convention Delegates**: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

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

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums**. Amount requested under this category: $_____

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

☒ **f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.** Amount requested under this category: $85,000.00

How many individuals are expected to participate in the sporting related event? 7500+

How many of the participants at the sporting related event are expected to be from another city or county? 5000

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

During Thanksgiving weekend most hotels have a low occupancy rate. We will fill up hotels and restaurants with teams, fans, families, NBA scouts and college coaches.

In detail, describe how the funds will be used and include appropriate documentation.

The $85,000 will be paid towards room and board for teams, hospitality room costs, promotion and marketing of event, officials, facility rental, website maintenance, graphics, ground transportation, printing and branding.

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city**. Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

In detail, describe how the funds will be used and include appropriate documentation.

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality**. Amount requested under this category: $_____

What tourist attractions will be the subject of the signs?

In detail, describe how the funds will be used and include appropriate documentation.

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: 14
2. Expected Attendance: 7500 +
3. How many people attending the Event or Project will use Duncanville hotels? 2000

   Number of rooms rented for your event: 300 +
4. Did you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels? We have blocked rooms at Hilton Garden Inn, Hampton Inn and La Quinta.

   _____

   _____

   _____
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	**Assistance Amount**	**Number of Hotel Rooms Used**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* **Documentation must be included from each Duncanville hotel that supported the number of rooms used for all years.**

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? Direct payment to Hotels, restaurants, and printing services from Hoopfest Basketball.

7. Please list other organization, government entities, and grants that have offered financial support to your project: _____

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

   Yes. Net profits are usually between $10,000 - $12,000. We traditionally use profits by re-investing in Hoopfest Basketball to continue our legacy.

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

   Newspaper: $_____
   Radio: $3000.00
   TV: $_____
   Other Paid Advertising: $2400.00

   Number of Press Releases/Media Alerts sent to the Media: 50+
   Number of Direct Mailings to out-of-town recipients: 20+

   Other Promotions: Social media averaging one million impressions during the month of Nov.

10. Will you include a link to the City/CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? Yes

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
    Yes

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

Tag the City of Duncanville and all of the hotels we use in our social media posts.

We will also have social media influencers mention and tag the City of Duncanville.

Recap video highlighting the beautiful city of Duncanville.

13. What geographic areas does your advertising and promotion reach? Locally , Nationally, and Internationally.

14. How many individuals will your proposed marketing reach that are in another city or county? _____

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

    Expected Attendance Monthly/Annually: _____

    Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit To: Agustin Garcia, Director of Economic Development

Mail To:
P.O. Box 380280
Duncanville, TX 75138-0280

Drop Off:
Economic Development
203 E. Wheatland Rd.
Duncanville, TX 75116

For questions, please call 972.780.4997.

Duncanville
City of Champions

RESOLUTION NO. 2022-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN OFFER OF A HOTEL OCCUPANCY TAX GRANT FOR THE FY 22-23 BUDGET IN AN AMOUNT NOT TO EXCEED $85,000 TO THE HOOPFEST BASKETBALL ORGANIZATION FOR THE 14TH ANNUAL THANKSGIVING HOOPFEST TO DIRECTLY ENHANCE AND PROMOTE TOURISM AND THE HOTEL INDUSTRY AND APPROVING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AFTER APPROVAL AS TO FORM BY THE CITY ATTORNEY; CONDITIONAL UPON APPROVAL IN THE FY 22-23 BUDGET; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Hoopfest Basketball Organization has applied for a grant to be utilized to promote Duncanville by hosting the nation's top high school basketball teams; and

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

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

SECTION 1. The City of Duncanville, Texas hereby approves a Hotel Occupancy Tax Grant in an amount not to exceed eighty-five thousand dollars and no cents ($85,000.00) and no cents to the Hoopfest Basketball Organization; and, authorizes the City Manager to execute the grant agreement after approval as to form by the City Attorney.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of June, 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 - 07 Jun 2022

TITLE:
Consider a Resolution approving the submittal of the FY2022 Community Development Block Grant (CDBG) Project/Activity Applications for CDBG funds with Dallas County.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Jacqueline R. Culton, P.E., MBA, Managing Director of Public Works
Jeremy Tennant, Director of Planning and Neighborhood Services

BACKGROUND/HISTORY:
Every other year, the City applies for grants through the Dallas County CDBG program to be used for low-moderate income areas of the city. Since 2001, this grant has been utilized to fund a code enforcement officer, with any remaining funds used to assist in funding park improvements, street and sidewalk improvements, and water and/or sewer improvements. Dallas County notified the City that funds in the amount of $199,192.00 are available for the FY2023 and FY2024 CDBG Program. For the FY2021 and FY2022 funding years, the grant contributed to funding a Code Officer and constructing sidewalks and Americans with Disabilities Act (ADA) ramps in the Forest Hills Subdivision.

Staff suggests a portion of these funds be allocated for the continued funding of a Neighborhood Services Officer for two years. Since 2001, this grant has funded a Registered Code Enforcement Officer, aka Neighborhood Services Officer, whose assigned duty is to visually inspect low-moderate income area (Attachment 1) properties. The Neighborhood Services Officer typically looks for high grass, junk motor vehicles, the dilapidation of structures, illegal storage, and graffiti. If violations are found, the code officer takes the necessary steps to have the property owner mitigate the violations.

In addition to continued funding for the Neighborhood Services Officer, staff recommends Oriole Blvd ADA Sidewalk Improvements from E. Camp Wisdom Rd. to E. Fairmeadows Dr. The City recently obtained an ADA Improvements design from Dunaway along Oriole Blvd from E. Camp Wisdom Rd. to E. Fairmeadows Dr. This section of Oriole Blvd lacks the necessary facilities to provide a safe route for pedestrians in the North Fairmeadows Subdivision to access shopping and grocery stores south of I-20. This project will provide sidewalks ranging from 5-feet to 8-feet wide throughout the corridor and ADA-compliant ramps at intersections.

POLICY EXPLANATION:
CDBG funds are available for various projects or programs if non-code enforcement projects or programs meet one of three national objectives:

1. eliminates blight,
2. eliminates a community-threatening condition, or
3. principally benefits low/moderate-income people

These projects must be in defined areas, where at least 51% of the population directly benefits are of low/moderate income. As of April 2021, to qualify as low/moderate, the maximum household income must be between $44,660.00 and $94,000.00, depending on the size of the household.

By submitting a grant application and entering into an implementation agreement upon acceptance, the City continues its commitment to code enforcement activities, a key element in maintaining properties in good condition and appearance. Well-maintained properties and city amenities will also help preserve our residential housing stock property values. The code enforcement application provides CDBG FY23 and FY24 funding of $112,197.96 for 100% of the neighborhood service officer's salary and other reimbursable expenses for the next two years. Expenses include retirement contributions, FICA (SS/Medicare) contributions, uniform rental, cell phone, data connection charges, office supplies, and training.

After providing continued funding for a Neighborhood Services Officer, a balance of $86,994.04 remains to be applied to an improvement project. Staff recommends Oriole Blvd ADA Sidewalk Improvements from E. Camp Wisdom Rd. to E. Fairmeadows Dr. Completed applications must be submitted to Dallas County no later than June 3rd, 2022, at 4:00 PM.

FUNDING SOURCE:

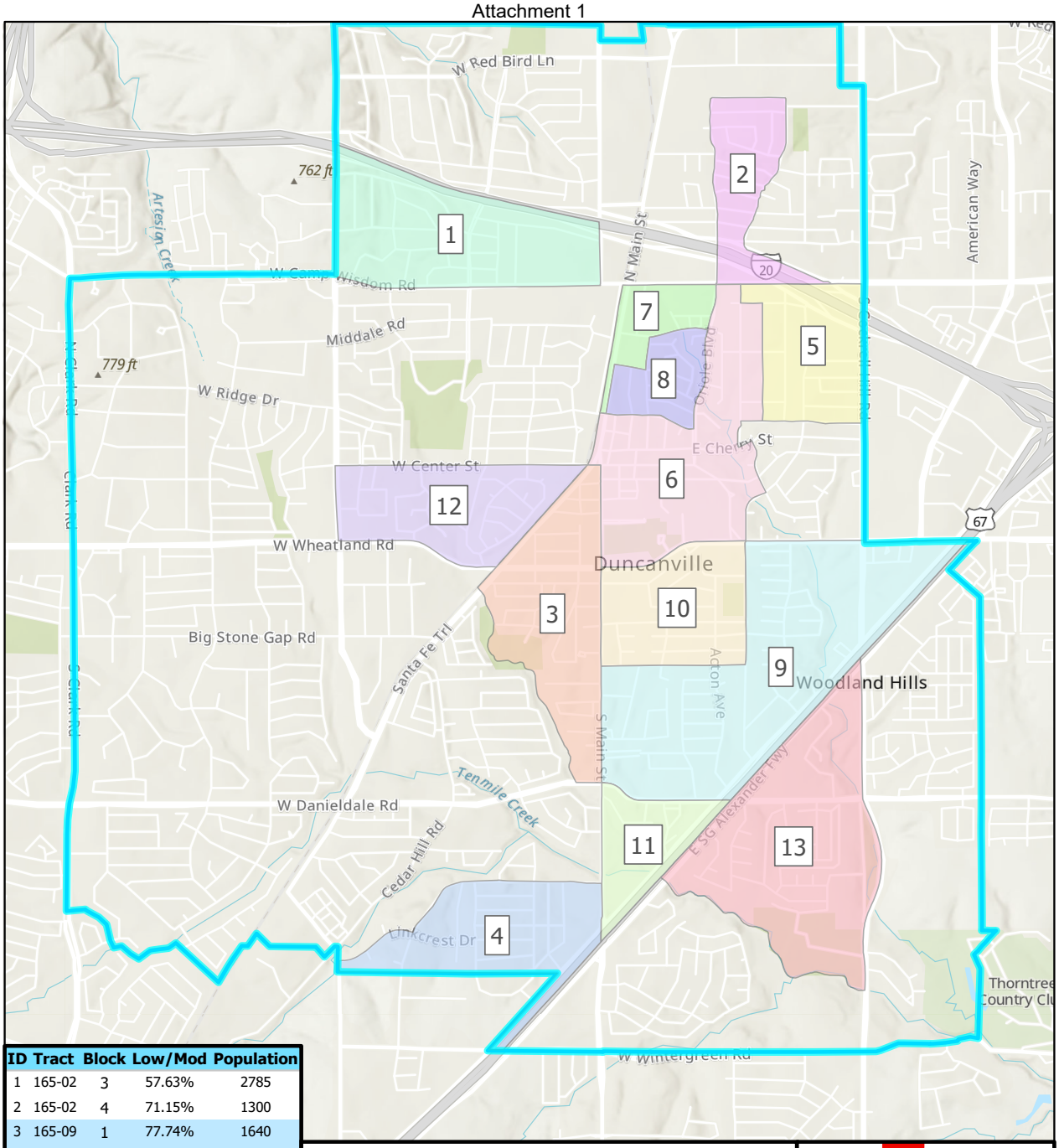
ORG and Object Number
01036500, 20100000-708102

Available Budget	**Purchase Amount**	**After Encumber**
$199,192.00	$199,192.00	$0.00

ACTION ALTERNATIVES:
1. Approve the submittal of the FY2022 Community Development Block Grant (CDBG) Project/ Activity Applications with Dallas County.
2. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - City Map of CDBG Locations
Attachment 2 - Resolution No. - 2022-041 - CDBG Application

Attachment 1



ID	Tract	Block	Low/Mod	Population
1	165-02	3	57.63%	2785
2	165-02	4	71.15%	1300
3	165-09	1	77.74%	1640
4	165-09	5	62.56%	1095
5	165-16	1	66.67%	1470
6	165-16	2	54.14%	1450
7	165-16	3	85.87%	460
8	165-16	4	64.02%	1070
9	165-17	1	54.77%	2675
10	165-17	2	53.42%	1170
11	165-17	3	59.09%	440
12	165-18	4	74.11%	1835
13	166-06	2	62.43%	945

COMMUNITY DEVELOPMENT BLOCK GRANT

CITY OF DUNCANVILLE
PUBLIC WORKS DEPARTMENT

LOW & MODERATE INCOME AREAS

Duncanville
City of Champions

RESOLUTION 2022-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE SUBMITTAL OF THE FY2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT/ACTIVITY APPLICATIONS FOR CDBG FUNDS WITH DALLAS COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PAPERWORK AND PROJECT IMPLEMENTATION AGREEMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is eligible to receive funding from the Dallas County Community Development Block Grant Program (hereinafter "CDBG") created under the Department of Housing and Urban Development; and

WHEREAS, the City of Duncanville has been notified that funds in the amount of $199,192.00 are available to the City in the CDBG Grant Program for the City's FY23 and FY24 budgets; and

WHEREAS, the City of Duncanville City Council desires to use these funds to benefit low and moderate neighborhoods within the designated areas.

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

SECTION 1. The City Manager of the City of Duncanville is hereby authorized to submit grant applications with Dallas County to request CDBG funds for the following programs, which will enable the City of Duncanville to use CDBG funds within Duncanville to provide:

A. NEIGHBORHOOD SERVICES OFFICER

Salary and Other Reimbursable Expenses for two years – $112,197.96

AND

B. Oriole Blvd ADA Improvements from E. Camp Wisdom Rd. to E. Fairmeadows Dr. – $86,994.04

TOTAL GRANT REQUEST– $199,192.00

SECTION 2. The City Manager of the City of Duncanville is hereby authorized to execute all paperwork and Project Implementation Agreements, as necessary, to comply with approved funding.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of June, 2022.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

FY2022 DALLAS COUNTY CDBG PROJECT/ACTIVITY APPLICATION

Due: June 3, 2022 4:00 P.M.

Each project/activity must be on a separate application.

CITY	City of Duncanville
CITY ADDRESS	203 E. Wheatland Rd
CITY ZIP CODE	75116
TITLE OF PROJECT/ACTIVITY	**Neighborhood Services** Officer

(1.) Number of beneficiaries 18,335

(2.) Percentage of beneficiaries that are low/moderate income 63.46%

(3.) How was number of beneficiaries/percentage of beneficiaries being low/moderate income calculated?

- ☐ by a survey conducted on _____
- ☒ by census data from HUD's data map
- ☐ other, explain _____

(4.) Please provide below the required information for the project:

Census Tract	165-02	Block Group	3,4
Census Tract	165-09	Block Group	1,5
Census Tract	165-16	Block Group	1,2,3,4
Census Tract	165-17	Block Group	1,2,3
Census Tract	165-18	Block Group	4
Census Tract	166-06	Block Group	2

(5.) Identify which national CDBG objective this project addresses:

- ☒ primarily assists low/moderate income
- ☐ eradicates blight
- ☐ eliminates community-threatening condition

(6.) Is the service area for this project city-wide?

☐ Yes eliminates community-threatening condition
☒ No If no, a **map** with the project's service area boundaries clearly marked must be attached. In addition, for capital improvement projects, the map must **clearly** show the location of the project and **its beginning and ending points.**

(7.) Describe proposed project: This description should specifically explain what will be undertaken, where it will occur, why it needs to be undertaken, and what problems it will solve. **Please be very specific in the description.** If, for instance, the proposed project involves improving a road or replacing a water line, be sure to state that the project will cover a certain amount of linear feet from Point A to Point B; any problems with the road/line, etc.

The proposed project will fund approximately 100% of salary and other expenses for the position of Neighborhood Services Officer to oversee the areas designated on the project area map (attached). The principal functions of the officer will include code enforcement to reverse structure decline, removal of debris/junk and ensure maintenance of open spaces. Funding is for a two-year cycle.

(8.) Project represents:

☐ new project/activity
☒ continuation of an on-going activity such as code enforcement **(please note that all "continuation projects" must have a fully completed application; please do not use verbiage such as "same as last year" or "refer to previous application")**
☐ completion of an existing project, such as a capital improvement project, that has received funding in the past, but still needs additional funding in order to be constructed **(please note that all "completion of existing projects" must have a fully completed application; please do not use verbiage such as "same as last year" or "refer to previous application")**

(9.) Attach a line-item budget for the proposed project/activity. Describe within this budget how proposed costs are derived. **If the project is for a code program, please be sure that the provided budget is for two years.** For capital improvement projects, also provide itemized costs and quantities for such components including, but not limited to, right-of-way/easement acquisition, surveying/engineering design, utility relocation, construction management, materials, and permits/fees. Where possible for capital improvement projects, have the estimates provided by a licensed professional engineer.

(10.) Describe how project/activity is to be funded:

• FY2022 CDBG funding being allocated	$112,197.96
• CDBG funding from completed/canceled projects now being reallocated	$0.00
• Non-CDBG funding that has been allocated	$0.00
• Additional funding still needed	$0.00
TOTAL BUDGET	**$112,197.96**

(11.) If carry-over CDBG funding from previous projects is going to be used, identify the previous projects from which this funding is being reallocated and the amounts being reallocated (please note that carryover funds are not available until the project is officially completed and all outstanding invoices have been paid).

N/A

(12.) If non-CDBG funding is to be used, please describe whether the source of this funding (e.g. – City bond funds, City revenues, state/federal grant, private funding, etc.) has already been secured or when such funding will become available.

N/A

(13.) If additional funding will still be needed, describe how additional funding will be provided (i.e., through future CDBG funds, city bond program, etc.).

N/A

(14.) Describe what portions of the project, to the extent applicable, that will be implemented/ managed by the County, the City, another organization, or some combination of these entities.

The City of Duncanville will manage the entire project.

(15.) What amount is being proposed for design? N/A

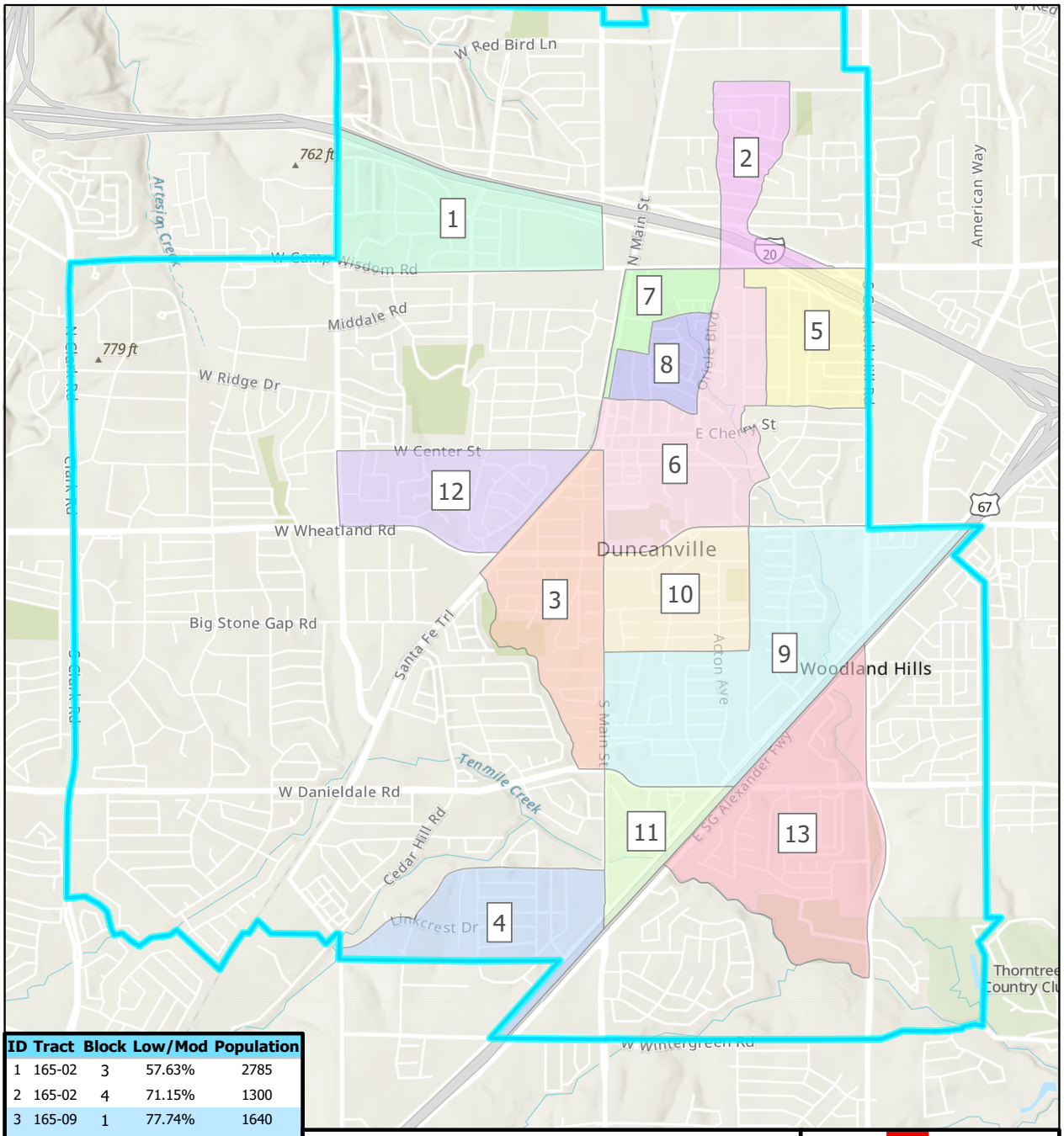
(16.) When will design start and when will design be completed? N/A

(17.) Proposed start date for implementing project October 1, 2022

(18.) Number of beneficiaries 18,335

Project Title	CDBG – Neighborhood Services Officer
Project Address	203 E. Wheatland Rd.
Project Zip Code	75116

City Contact Person for Project	Jacqueline (Jackie) Culton, P.E.
Contact Person Title	Managing Director of Public Works (Interim)
Contact Person Phone Number	(972) 780-5016
Contact Person E-mail Address	jculton@duncanville.com
Contact Person Signature	
Authorized Person Name (Mayor/City Manager, etc)	Aretha R. Ferrell-Benavides, City Manager
Authorized Person Signature	



ID	Tract	Block	Low/Mod	Population
1	165-02	3	57.63%	2785
2	165-02	4	71.15%	1300
3	165-09	1	77.74%	1640
4	165-09	5	62.56%	1095
5	165-16	1	66.67%	1470
6	165-16	2	54.14%	1450
7	165-16	3	85.87%	460
8	165-16	4	64.02%	1070
9	165-17	1	54.77%	2675
10	165-17	2	53.42%	1170
11	165-17	3	59.09%	440
12	165-18	4	74.11%	1835
13	166-06	2	62.43%	945

COMMUNITY DEVELOPMENT BLOCK GRANT

CITY OF DUNCANVILLE
PUBLIC WORKS DEPARTMENT

LOW & MODERATE INCOME AREAS

Duncanville
City of Champions

Exhibit B

FY2022 DALLAS COUNTY CDBG PROJECT/ACTIVITY APPLICATION

Due: June 3, 2022 4:00 P.M.

Each project/activity must be on a separate application.

CITY	**City of Duncanville**
CITY ADDRESS	**203 E. Wheatland Rd**
CITY ZIP CODE	**75116**
TITLE OF PROJECT/ACTIVITY	**Oriole Blvd ADA Sidewalk Improvements**

(1.) Number of beneficiaries 5,750

(2.) Percentage of beneficiaries that are low/moderate income 65.57%

(3.) How was number of beneficiaries/percentage of beneficiaries being low/moderate income calculated?

- ☐ by a survey conducted on _____
- ☒ by census data from HUD's data map
- ☐ other, explain _____

(4.) Please provide below the required information for the project:

Census Tract	165-02	Block Group	4
Census Tract	165-16	Block Group	1,2,3,4
Census Tract		Block Group	
Census Tract		Block Group	

(5.) Identify which national CDBG objective this project addresses:

- ☒ primarily assists low/moderate income
- ☐ eradicates blight
- ☐ eliminates community-threatening condition

(6.) Is the service area for this project city-wide?

☐ Yes eliminates community-threatening condition
☒ No If no, a **map** with the project's service area boundaries clearly marked must be attached. In addition, for capital improvement projects, the map must **clearly** show the location of the project and **its beginning and ending points.**

(7.) Describe proposed project: This description should specifically explain what will be undertaken, where it will occur, why it needs to be undertaken, and what problems it will solve. **Please be very specific in the description.** If, for instance, the proposed project involves improving a road or replacing a water line, be sure to state that the project will cover a certain amount of linear feet from Point A to Point B; any problems with the road/line, etc.

This project will provide sidewalks ranging from 5-feet to 8-feet wide throughout the Oriole Blvd corridor and Americans with Disabilities Act compliant ramps at intersections. The project limits are along Oriole Blvd from E. Camp Wisdom Rd. to E. Fairmeadows Dr. This section of Oriole Blvd lacks the necessary facilities to provide a safe route for pedestrians in the North Fairmeadows Subdivision to access shopping and grocery stores south of I-20.

(8.) Project represents:

☒ new project/activity
☐ continuation of an on-going activity such as code enforcement **(please note that all "continuation projects" must have a fully completed application; please do not use verbiage such as "same as last year" or "refer to previous application")**
☐ completion of an existing project, such as a capital improvement project, that has received funding in the past, but still needs additional funding in order to be constructed **(please note that all "completion of existing projects" must have a fully completed application; please do not use verbiage such as "same as last year" or "refer to previous application")**

(9.) Attach a line-item budget for the proposed project/activity. Describe within this budget how proposed costs are derived. **If the project is for a code program, please be sure that the provided budget is for two years.** For capital improvement projects, also provide itemized costs and quantities for such components including, but not limited to, right-of-way/easement acquisition, surveying/engineering design, utility relocation, construction management, materials, and permits/fees. Where possible for capital improvement projects, have the estimates provided by a licensed professional engineer.

(10.) Describe how project/activity is to be funded:

• FY2022 CDBG funding being allocated	$86,994.04
• CDBG funding from completed/canceled projects now being reallocated	$0.00
• Non-CDBG funding that has been allocated	$0.00
• Additional funding still needed	$0.00
TOTAL BUDGET	**$86,994.04**

(11.) If carry-over CDBG funding from previous projects is going to be used, identify the previous projects from which this funding is being reallocated and the amounts being reallocated (please note that carryover funds are not available until the project is officially completed and all outstanding invoices have been paid).

N/A

(12.) If non-CDBG funding is to be used, please describe whether the source of this funding (e.g. – City bond funds, City revenues, state/federal grant, private funding, etc.) has already been secured or when such funding will become available.

N/A

(13.) If additional funding will still be needed, describe how additional funding will be provided (i.e., through future CDBG funds, city bond program, etc.).

N/A

(14.) Describe what portions of the project, to the extent applicable, that will be implemented/ managed by the County, the City, another organization, or some combination of these entities.

The City of Duncanville will manage the entire project.

(15.) What amount is being proposed for design? $11,500.00

(16.) When will design start and when will design be completed?

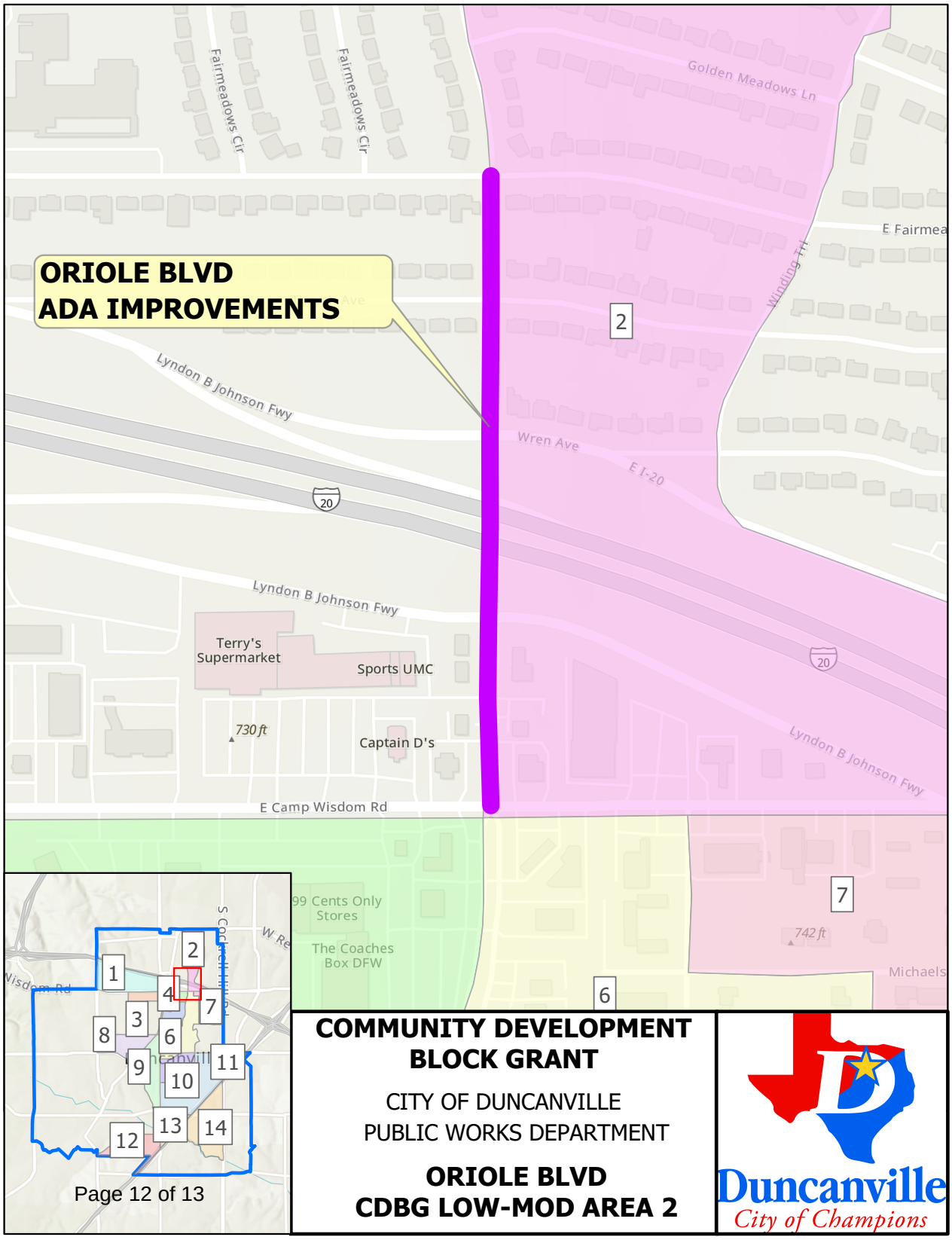
The design is complete for this project.

(17.) Proposed start date for implementing project October 1, 2022

(18.) Number of beneficiaries 5,750

Project Title	Oriole Blvd ADA Sidewalk Improvements
Project Address	North Fairmeadows Subdivision
Project Zip Code	75116

City Contact Person for Project	Jacqueline (Jackie) Culton, P.E.
Contact Person Title	Managing Director of Public Works (Interim)
Contact Person Phone Number	(972) 780-5016
Contact Person E-mail Address	jculton@duncanville.com
Contact Person Signature	
Authorized Person Name (Mayor/City Manager, etc)	Aretha R. Ferrell-Benavides, City Manager
Authorized Person Signature	


ORIOLE BLVD
ADA IMPROVEMENTS
Fairmeadows Cir
Fairmeadows Cir
Golden Meadows Ln
E Fairmea
Winding Trl
2
Lyndon B Johnson Fwy
Wren Ave
E I-20
20
Lyndon B Johnson Fwy
Terry's Supermarket
Sports UMC
730 ft
Captain D's
Lyndon B Johnson Fwy
E Camp Wisdom Rd
99 Cents Only Stores
The Coaches Box DFW
7
742 ft
Michaels
6
1
2
3
4
6
7
8
9
10
11
12
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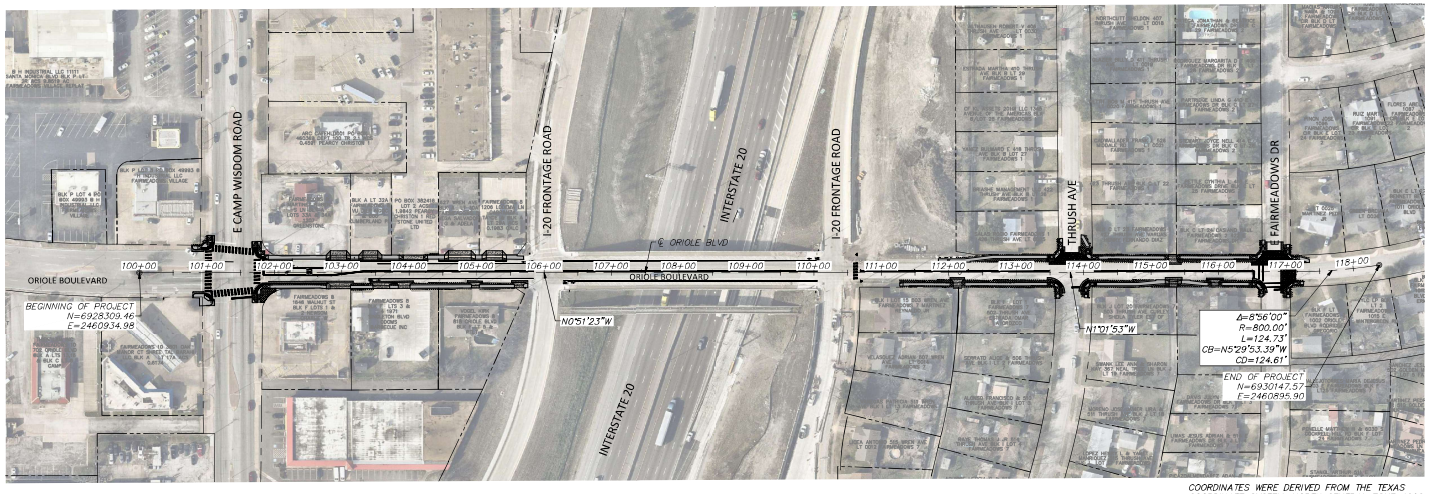
14
COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF DUNCANVILLE
PUBLIC WORKS DEPARTMENT
ORIOLE BLVD
CDBG LOW-MOD AREA 2
Duncanville
City of Champions

WARNING TO CONTRACTOR:

CALL 811 (TEXAS 811) OR OTHER UTILITY LOCATING SERVICES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. DUNAWAY ASSOC. L.P. IS NOT RESPONSIBLE FOR KNOWING ALL EXISTING UTILITIES OR DEPICTING EXACT LOCATIONS OF UTILITIES ON DRAWINGS.

UTILITY NOTES:
1. THE EXISTING UTILITIES SHOWN ON THE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF UTILITIES IN THE AREA OF CONSTRUCTION.
2. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITY INFORMATION SHOWN ON THE PLANS.
3. THE CONTRACTOR SHALL CONTACT A UTILITY LOCATING SERVICE 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.



COORDINATES WERE DERIVED FROM THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202 ACCORDING TO THE GPS REFERENCE NETWORK AND HAVE BEEN SCALED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.0001.36506.

GRAPHIC SCALE IN FEET
HORIZONTAL
80 0 80 160

SCOPE OF PROJECT:

INTERSECTIONS INCLUDED:
1. ORIOLE BLVD AND E CAMP WISDOM RD
2. ORIOLE BLVD AND SOUTH I-20 FRONTAGE RD
3. ORIOLE BLVD AND NORTH I-20 FRONTAGE RD
4. ORIOLE BLVD AND THRUSH AVE
5. ORIOLE BLVD AND E FAIRMEADOWS DR

SIDEWALK IMPROVEMENTS:
1. ADA COMPLIANT SIDEWALK REPLACEMENT
2. ADDITION OF ADA RAMPS
3. ADDITION OF RRFB CROSSWALK AT ORIOLE BLVD AND NORTH I-20 FRONTAGE RD
4. PAVEMENT MARKING REPLACEMENT
5. ADDITION OF BIKE LANE
6. ADDITION OF VALLEY GUTTERS AT ORIOLE BLVD AND THRUSH AVE, AND ORIOLE BLVD AND E FAIRMEADOWS DR
7. VALVE AND MANHOLE ADJUSTMENTS TO GRADE
8. CURB AND GUTTER REPLACEMENT
9. DRIVE REPLACEMENT
10. ADDITION OF HMAC TO TRANSITION BETWEEN NEW CONCRETE AND EXISTING ASPHALT PAVING
11. SOD REPLACEMENT

REVISION	BY	DATE

Duncanville City of Champions

SAG DESIGNED
SAG DRAWN
JDW CHECKED

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.336.1121
TX Reg. F-1114

PRELIMINARY - FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR DESIGN REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF:
JOSHUA WRIGHT
P.E. # 125733
DATE: August 31, 2021

CITY OF DUNCANVILLE, TEXAS
ORIOLE BOULEVARD
SIDEWALK IMPROVMENTS
ALIGNMENT LAYOUT

DA PROJECT B006607.203
SHEET 5

STAFF REPORT

MEETING: City Council - 07 Jun 2022

TITLE:
Conduct a Public Hearing (2022-10) for consideration and action regarding the request of Antonio Zampella, Applicant, representing Eagle Rose Construction, LLC., Owner, to include a Planned Development "PD" for Planned Development/Single-Family Residential District on Woodhaven, Block 5, Lots 4-6, more commonly known as 618, 702, and 708 Cavan Road, Duncanville, Dallas County, Texas.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

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

BACKGROUND/HISTORY:
Comprehensive Plan
The subject property has a Future Land Use Designation of Parks and Open Space.The Plan states Parks and open spaces reflected on the Future Land Use Plan are indicative of existing park locations, golf courses, and 100-year floodplain areas. At the time of the development of Destination Duncanville, the City is concurrently working on a Parks and Trails Master Plan. Parks, trails, and open space shown on the Future Land Use Map and other documents were identified in conjunction with the parks planning process. For additional information regarding parks, trails, and open space, please refer to that document.

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.

This request is not in conformance with the Comprehensive Plan. The Comprehensive Plan indicates that this area is to be parks and open space.

Project Scope

The site is proposed to continue to be used as residential. Proposed site improvements include a community park and pets park, enhanced entrances to subdivision with community name signage, and a minimum 20-foot-wide landscape and wall buffer along Cavan Road as shown on the attached exhibits. The general conditions for the Planned Development are also included in the exhibits.

Parking

Single-Family Parking Requirements are as follows:
Two (2) unenclosed, paved parking spaces.

Residential Front-Entry Garages requirements are as follows:
Must be set back a minimum of five (5) feet from the front building face. The front building face is considered the forwardmost portion of the structure, excluding a front porch.

The applicant has indicated that they will comply with the parking requirements.

Landscaping and Screening

The requirements for landscaping for Single-Family Development are as follows:
At least two (2) Shade Trees, or three (3) Ornamental Trees must be provided in front of the front building line of each lot.

The requirements for irrigation for Open Space is as follows:
All required landscaped open space shall be provided with adequate and inconspicuous irrigation systems. Areas totaling less than ten (10) square feet may be irrigated by other methods.
Freeze cut-off monitors shall be provided.

The screening requirements for new development are as follows:
Subdivisions Backing to Major Roadways: A solid masonry screening wall minimum of six (6) feet and maximum of eight (8) feet in height is required when a residential subdivision backs to a street with a Right-of-Way of sixty (60) feet or greater.

The buffering requirements are subject to buffer type B
(1) Buffer Depth: 15’ abutting the shared lot line
(2) Screening Wall within Buffer: Minimum 6’ solid masonry wall or solid vegetative screen.
(3) Required Landscaping: (a) Continuous Groundcover (b) 1 Shade Tree for every 50’ of shared lot line, unless a vegetative screen is used (c) 3 Shrubs per 40’ of shared lot line, unless a vegetative screen is used

The applicant has indicated that they will comply with landscaping and screening requirements.

Surrounding Land Use
To the north, east, and west of the subject property are single-family residences zoned SF-10. To the south of the subject property are single- family residences zoned SF-7.

Outcome from Planning & Zoning Hearing
The Planning & Zoning Commission recommended approval to the applicant's request .

POLICY EXPLANATION:
Notification
One-hundred twenty-one (121) notices were sent out for this public hearing. As of this writing, one (1) response in opposition has been received. Letters will be received until Tuesday, June 7, 2022, to fulfill legal requirements for a written formal protest to City Council. The request is tentatively scheduled to proceed to the Tuesday, June 7, 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 - Applicant Exhibits resize
Attachment 4 - Letter from Applicant
Attachment 5 - PD Conditions
Attachment 6 - Letter to Property Owners With Responses
Attachment 7 - List of Property Owners
Attachment 8 - Zoning Change Application
Attachment 9 - Ordinance No. - 2435 - PD for Single-Family Residential District @ 618, 702 and 708 Cavan Rd.

Attachment 1

Advertise 1 time - By April 27

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2022-10

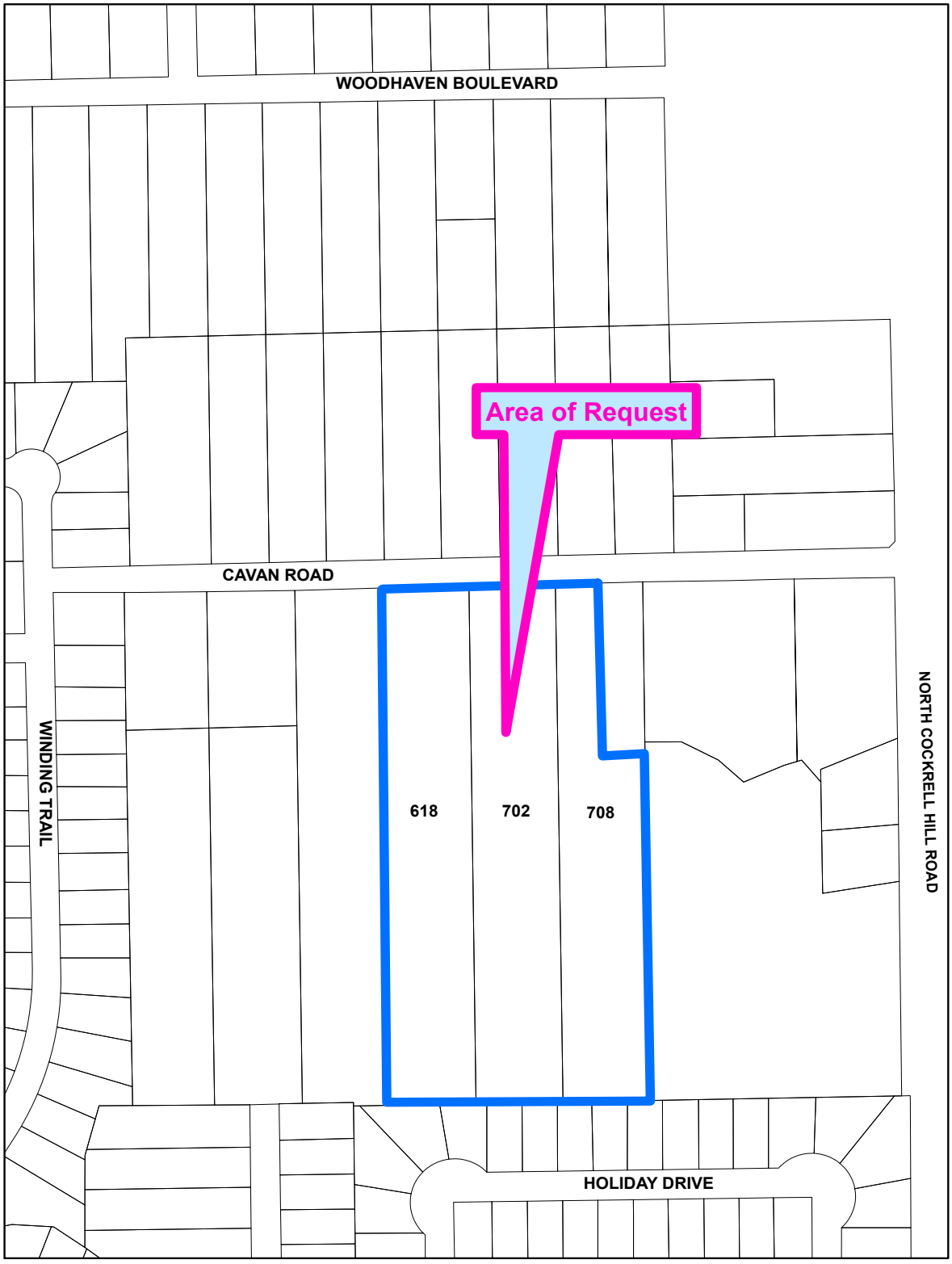
A public hearing will be held before the Planning & Zoning Commission on Monday, May 9, 2022 at 7:00 p.m., and before City Council on Tuesday, June 7, 2022, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of the City of Duncanville for a Planned Development/Single-Family Residential District, on Woodhaven, Block 5, Lot 4-6, more commonly known as 618, 702, and 708 Cavan Road, 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 Jeremy Tennant, 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

Jeremy Tennant,
Interim Secretary

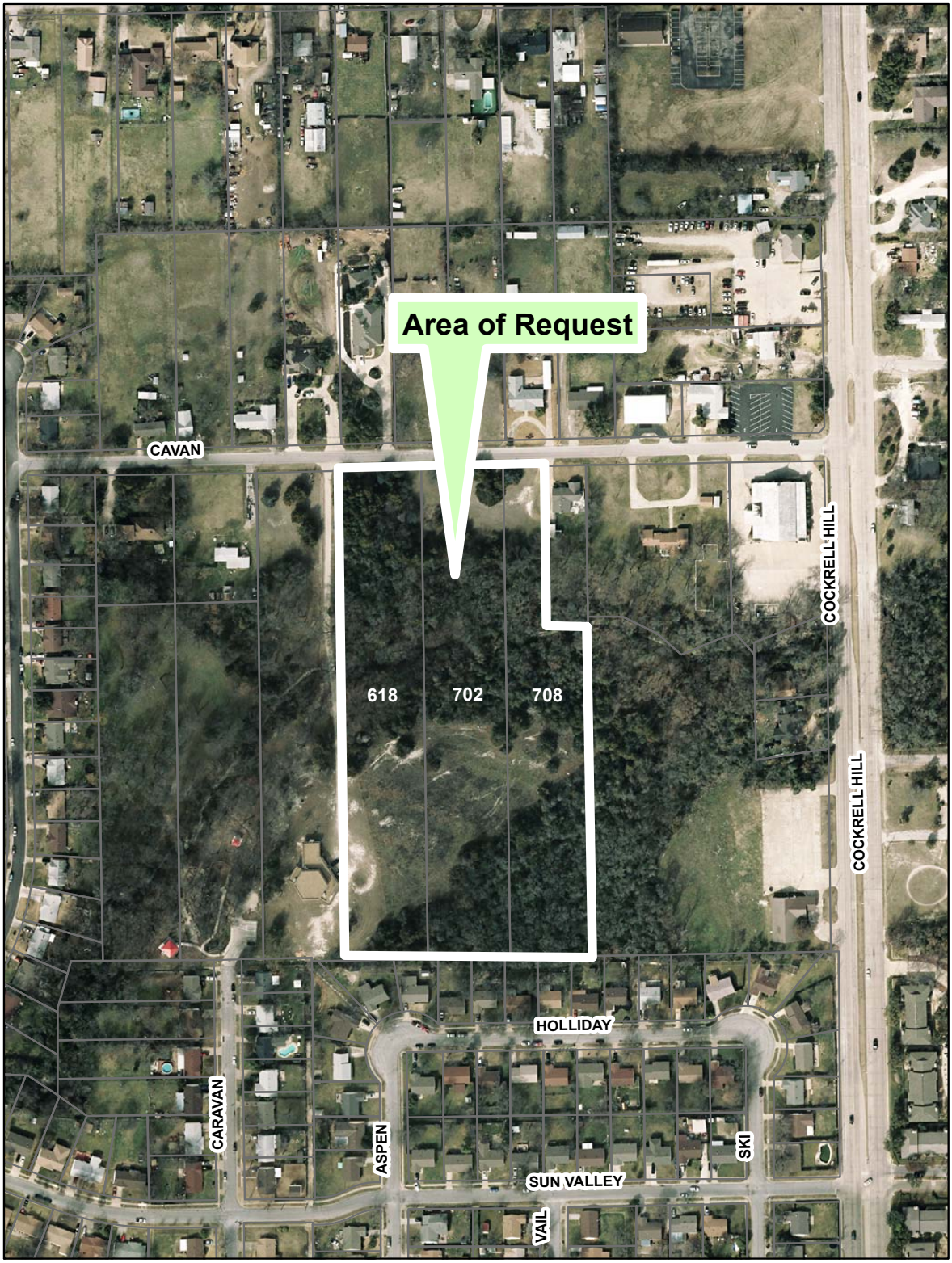
Attachment 2



Duncanville
City of Champions

Proposed Zoning Change
Case 2022-10
Area of Request
618, 702 and 708 Cavan Road

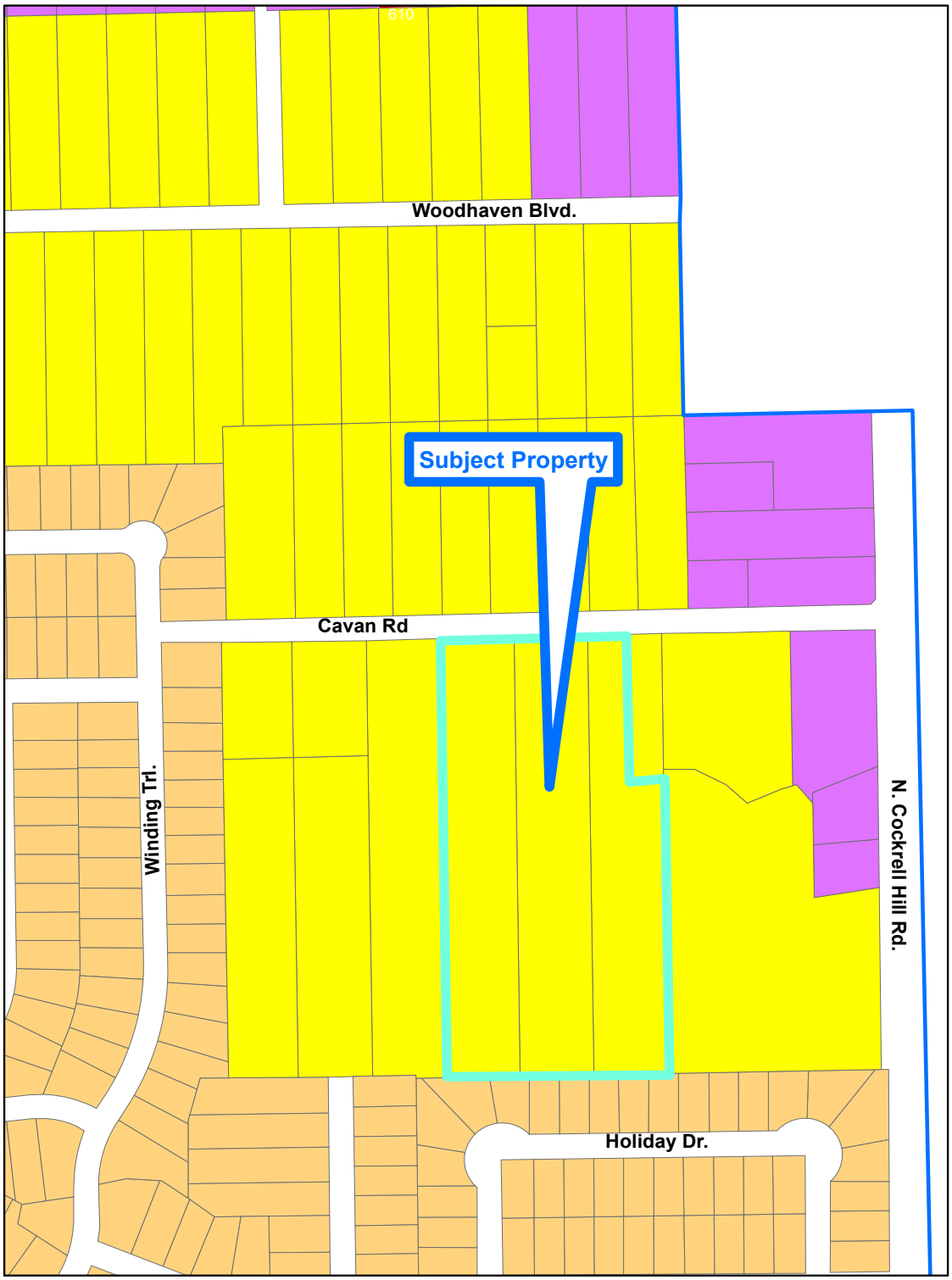
N
W E
S



Duncanville
City of Champions

Proposed Zoning Change
Aerial Location
618, 702, and 708 Cavan Road

N
W E
S

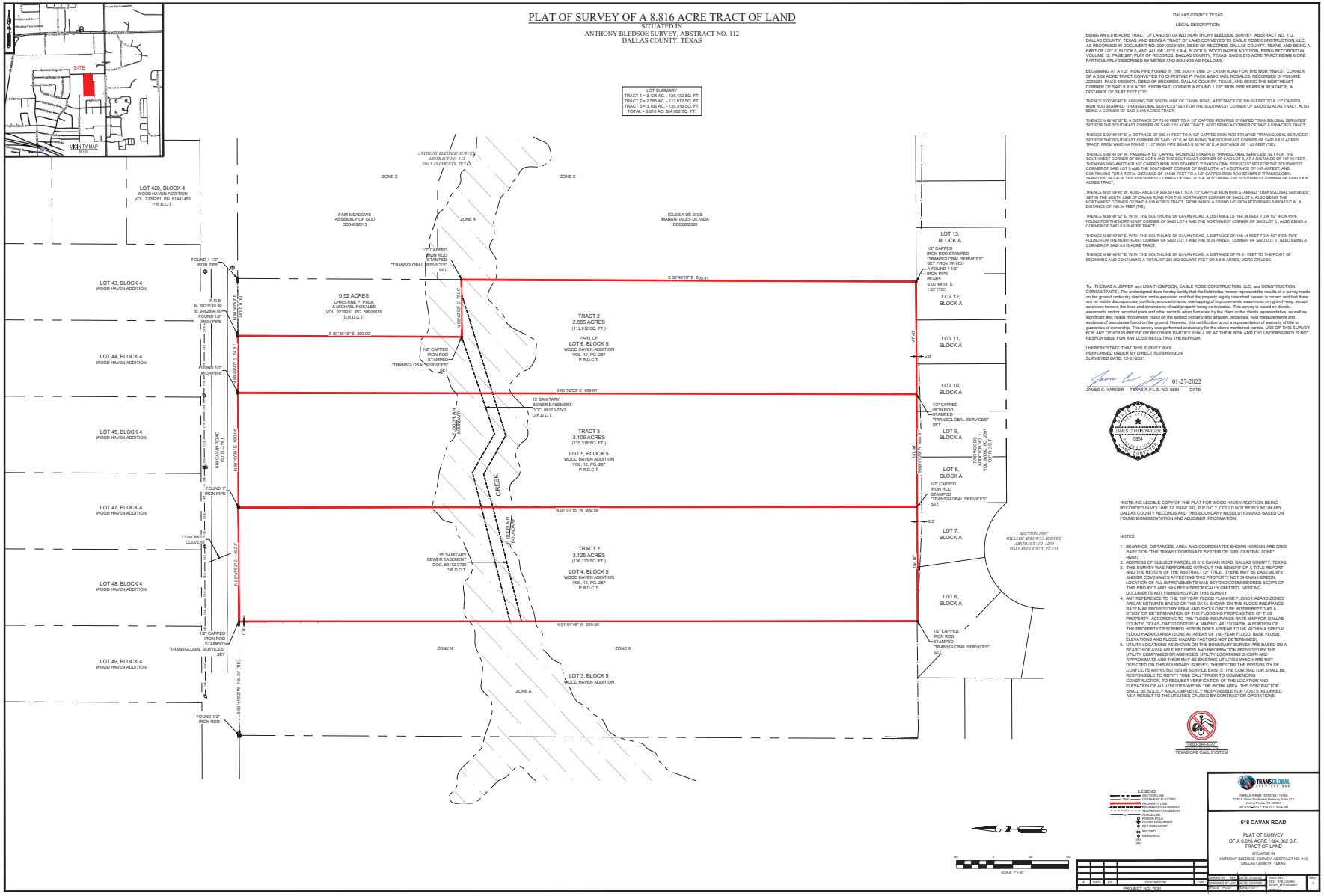


Duncanville
City of Champions

Zoning Case 2022-10
PD Request for
Residential Subdivision

N
W E
S

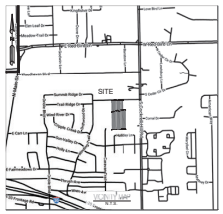
Attachment 3


PLAT OF SURVEY OF A 8.816 ACRE TRACT OF LAND
SITUATED IN
ANTHONY BLEDSOE SURVEY, ABSTRACT NO. 112
DALLAS COUNTY, TEXAS
SITE
VICINITY MAP
LOT SUMMARY
TRACT 1 = 3.125 AC. - 136,132 SQ. FT.
TRACT 2 = 2.585 AC. - 112,612 SQ. FT.
TRACT 3 = 3.106 AC. - 135,318 SQ. FT.
TOTAL = 8.816 AC. 384,062 SQ. FT.
DALLAS COUNTY TEXAS
LEGAL DESCRIPTION:
BEING AN 8.816 ACRE TRACT OF LAND SITUATED IN ANTHONY BLEDSOE SURVEY, ABSTRACT NO. 112, DALLAS COUNTY, TEXAS, AND BEING A TRACT OF LAND CONVEYED TO EAGLE ROSE CONSTRUCTION, LLC, AS RECORDED IN DOCUMENT NO. 202103291951, DEED OF RECORDS, DALLAS COUNTY, TEXAS, AND BEING A PART OF LOT 6, BLOCK 5, AND ALL OF LOTS 5 & 4, BLOCK 5, WOOD HAVEN ADDITION, BEING RECORDED IN VOLUME 12, PAGE 287, PLAT OF RECORDS, DALLAS COUNTY, TEXAS. SAID 8.816 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 1/2" IRON PIPE FOUND IN THE SOUTH LINE OF CAVAN ROAD FOR THE NORTHWEST CORNER OF A 0.52 ACRE TRACT CONVEYED TO CHRISTINE P. PACK & MICHAEL ROSALES, RECORDED IN VOLUME 2230261, PAGE 59909670, DEED OF RECORDS, DALLAS COUNTY, TEXAS, AND BEING THE NORTHEAST CORNER OF SAID 8.816 ACRE, FROM SAID CORNER A FOUND 1 1/2" IRON PIPE BEARS N 88°42'46" E, A DISTANCE OF 74.87 FEET (TIE);
THENCE S 00°46'48" E, LEAVING THE SOUTH LINE OF CAVAN ROAD, A DISTANCE OF 300.00 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID 0.52 ACRE TRACT, ALSO BEING A CORNER OF SAID 8.816 ACRES TRACT;
THENCE N 89°42'52" E, A DISTANCE OF 75.00 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHEAST CORNER OF SAID 0.52 ACRE TRACT, ALSO BEING A CORNER OF SAID 8.816 ACRES TRACT;
THENCE S 00°46'18" E, A DISTANCE OF 609.41 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHEAST CORNER OF SAID LOT 6, ALSO BEING THE SOUTHEAST CORNER OF SAID 8.816 ACRES TRACT, FROM WHICH A FOUND 1 1/2" IRON PIPE BEARS S 00°46'18" E, A DISTANCE OF 1.03 FEET (TIE);
THENCE S 88°41'29" W, PASSING A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 6 AND THE SOUTHEAST CORNER OF SAID LOT 5, AT A DISTANCE OF 147.40 FEET, THEN PASSING ANOTHER 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 5 AND THE SOUTHEAST CORNER OF SAID LOT 4, AT A DISTANCE OF 147.40 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 444.81 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 4, ALSO BEING THE SOUTHWEST CORNER OF SAID 8.816 ACRES TRACT;
THENCE N 01°04'45" W, A DISTANCE OF 909.58 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET IN THE SOUTH LINE OF CAVAN ROAD FOR THE NORTHWEST CORNER OF SAID LOT 4, ALSO BEING THE NORTHWEST CORNER OF SAID 8.816 ACRES TRACT, FROM WHICH A FOUND 1/2" IRON ROD BEARS S 88°41'52" W, A DISTANCE OF 149.34 FEET (TIE);
THENCE N 88°41'52" E, WITH THE SOUTH LINE OF CAVAN ROAD, A DISTANCE OF 149.34 FEET TO A 1/2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID LOT 4 AND THE NORTHWEST CORNER OF SAID LOT 5, ALSO BEING A CORNER OF SAID 8.816 ACRE TRACT;
THENCE N 88°40'38" E, WITH THE SOUTH LINE OF CAVAN ROAD, A DISTANCE OF 150.14 FEET TO A 1/2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID LOT 5 AND THE NORTHWEST CORNER OF SAID LOT 6, ALSO BEING A CORNER OF SAID 8.816 ACRE TRACT;
THENCE N 88°40'47" E, WITH THE SOUTH LINE OF CAVAN ROAD, A DISTANCE OF 74.81 FEET TO THE POINT OF BEGINNING AND CONTAINING A TOTAL OF 384,062 SQUARE FEET OR 8.816 ACRES, MORE OR LESS;
To: THOMAS A. ZIPPER and LISA THOMPSON, EAGLE ROSE CONSTRUCTION, LLC, and CONSTRUCTION CONSULTANTS , The undersigned does hereby certify that the field notes hereon represent the results of a survey made on the ground under my direction and supervision and that the property legally described hereon is correct and that there are no visible discrepancies, conflicts, encroachments, overlapping of improvements, easements or right-of -way, except as shown hereon, the lines and dimensions of said property being as indicated. This survey is based on deeds, easements and/or recorded plats and other records when furnished by the client or the clients representative, as well as significant and visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this certification is not a representation of warranty of title or guarantee of ownership. This survey was performed exclusively for the above mentioned parties. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.
I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION SURVEYED DATE: 12-01-2021
01-27-2022
JAMES C. YARGER TEXAS R.P.L.S. NO. 5854 DATE
JAMES CURTIS YARGER 5854
"NOTE- NO LEGIBLE COPY OF THE PLAT FOR WOOD HAVEN ADDITION, BEING RECORDED IN VOLUME 12, PAGE 287, P.R.D.C.T. COULD NOT BE FOUND IN ANY DALLAS COUNTY RECORDS AND THIS BOUNDARY RESOLUTION WAS BASED ON FOUND MONUMENTATION AND ADJOINER INFORMATION.
NOTES:
1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE GRID BASED ON "THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE" (4203).
2. ADDRESS OF SUBJECT PARCEL IS 618 CAVAN ROAD, DALLAS COUNTY, TEXAS.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.
4. ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR DALLAS COUNTY, TEXAS, DATED 07/07/2014, MAP NO. 48113C0470K, A PORTION OF THE PROPERTY DESCRIBED HEREIN DOES APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (ZONE A) (AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED).
5. UTILITY LOCATIONS AS SHOWN ON THE BOUNDARY SURVEY ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND THERE MAY BE EXISTING UTILITIES WHICH ARE NOT DEPICTED ON THIS BOUNDARY SURVEY; THEREFORE THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY "ONE CALL" PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT TO THE UTILITIES CAUSED BY CONTRACTOR OPERATIONS.
1-800-344-8377
TEXAS ONE CALL SYSTEM
LOT 428, BLOCK 4
WOOD HAVEN ADDITION
VOL. 2239261, PG. 01441453
P.R.D.C.T.
LOT 43, BLOCK 4
WOOD HAVEN ADDITION
LOT 44, BLOCK 4
WOOD HAVEN ADDITION
LOT 45, BLOCK 4
WOOD HAVEN ADDITION
LOT 47, BLOCK 4
WOOD HAVEN ADDITION
LOT 48, BLOCK 4
WOOD HAVEN ADDITION
LOT 49, BLOCK 4
WOOD HAVEN ADDITION
618 CAVAN ROAD (50' R.O.W.)
FOUND 1 1/2" IRON PIPE
FOUND 1/2" IRON PIPE
FOUND 1" IRON PIPE
CONCRETE CULVERT
FOUND 1/2" IRON ROD
1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET
P.O.B.
N: 6931130.99
E: 2462894.60
FOUND 1/2" IRON PIPE
N 88°40'38" E 150.14'
N 88°40'47" E 74.81'
N 88°40'38" E 150.14'
N 88°42'52" E 149.34'
S 88°41'52" W 149.34' (TIE)
0.52 ACRES
CHRISTINE P. PACK
& MICHAEL ROSALES
VOL. 2239261, PG. 59909670
D.R.D.C.T.
S 00°46'48" E 300.00'
1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET
ANTHONY BLEDSOE SURVEY
ABSTRACT NO. 112
DALLAS COUNTY, TEXAS
ZONE X
ZONE A
FAIR MEADOWS
ASSEMBLY OF GOD
DD04082013
IGLESIA DE DIOS
MANANTIALES DE VIDA
DD02202020
S 00°46'18" E 609.41'
TRACT 2
2.585 ACRES
(112,612 SQ. FT.)
PART OF
LOT 6, BLOCK 5
WOOD HAVEN ADDITION
VOL. 12, PG. 287
P.R.D.C.T.
S 00°56'55" E 909.61'
15' SANITARY SEWER EASEMENT DOC. 86112-0743 D.R.D.C.T.
FLOODPLAIN BOUNDARY
CREEK
TRACT 3
3.106 ACRES
(135,318 SQ. FT.)
LOT 5, BLOCK 5
WOOD HAVEN ADDITION
VOL. 12, PG. 287
P.R.D.C.T.
N 01°07'15" W 909.56'
TRACT 1
3.125 ACRES
(136,132 SQ. FT.)
LOT 4, BLOCK 5
WOOD HAVEN ADDITION
VOL. 12, PG. 287
P.R.D.C.T.
N 01°04'45" W 909.58'
15' SANITARY SEWER EASEMENT DOC. 86112-0739 D.R.D.C.T.
LOT 3, BLOCK 5
WOOD HAVEN ADDITION
LOT 13, BLOCK A
1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FROM WHICH A FOUND 1 1/2" IRON PIPE BEARS S 00°46'18" E 1.03' (TIE)
LOT 12, BLOCK A
LOT 11, BLOCK A
LOT 10, BLOCK A
LOT 9, BLOCK A
LOT 8, BLOCK A
LOT 7, BLOCK A
LOT 6, BLOCK A
1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET
147.40'
2.9'
6.5'
135.00'
S 88°41'29" W 444.81'
ADRIAN SOSA
ADRIAN SOSA
VOL. 0 0000, PG. 0000
D.R.D.C.T.
SECTION 209C
WILLIAM SPROWLS SURVEY
ABSTRACT NO. 1290
DALLAS COUNTY, TEXAS
LEGEND
OVERHEAD LINE
OVERHEAD ELECTRIC
PROPERTY LINE
TEMPORARY EASEMENT
POWER POLE
FOUND MONUMENT
SET MONUMENT
RECORD
MEASURED
SCALE: 1" = 60'
TRANSGLOBAL SERVICES, INC.
TBPELS FIRM# 10193100 / 10128
2120 S Great Southwest Parkway Suite 210
Grand Prairie, TX. 75051
(817) 704-70 ~ Fax (817) 704-741
618 CAVAN ROAD
PLAT OF SURVEY
OF A 8.816 ACRE / 384,062 S.F.
TRACT OF LAND
SITUATED IN
ANTHONY BLEDSOE SURVEY, ABSTRACT NO. 112
DALLAS COUNTY, TEXAS
PROJECT NO. 7833
DESIGN BY: MA
DRAWN BY: JC
CHECKED BY: JC
DATE: 12/27/21
SCALE: 1"=60'
PAGE 1 OF 1
DWG. NO.
7833_618 CAVAN ROAD_BOUNDARY
SURVEY
REV. 0

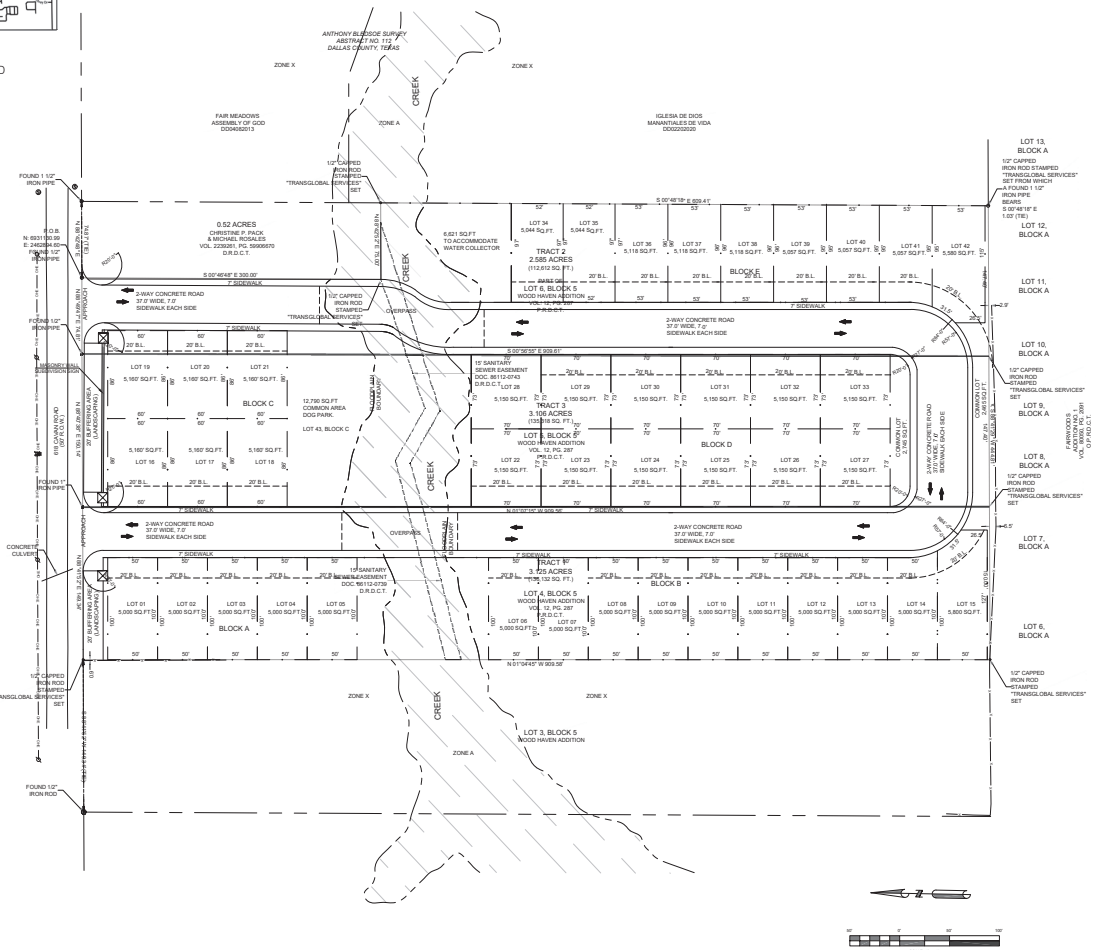
CITY OF DUNCANVILLE, TEXAS.

PROPOSED RESIDENTIAL SUB DIVISION; EAGLE CREEK OF DUNCANVILLE
PROPOSED ZONING CHANGE TO SF-5
42 SINGLE FAMILY LOTS
COMMUNITY PARK & PETS PARK
4 SINGLE FAMILY HOME MODELS

LOT SUMMARY
TRACT 1 = 3.125 AC. - 136,132 SQ. FT.
TRACT 2 = 2.585 AC. - 112,612 SQ. FT.
TRACT 3 = 3.106 AC. - 135,318 SQ. FT.
TOTAL = 8.816 AC. 384,062 SQ. FT.



618, 702 AND 708 CAVAN DOAD
DUNCANVILLE, TX.



LEGEND
SECTION LINE
ONE OVERHEAD ELECTRIC
TWO WAY TRAFFIC
PERMANENT EASEMENT
TEMPORARY EASEMENT
CENTER LINE
POWER POLE
FOUND MONUMENT
SET MONUMENT
RECORD
MEASURED
(M)

DALLAS COUNTY TEXAS

LEGAL DESCRIPTION:

BEING AN 8.816 ACRE TRACT OF LAND SITUATED IN ANTHONY BLEDSOE SURVEY, ABSTRACT NO. 112, DALLAS COUNTY, TEXAS, AND BEING A TRACT OF LAND CONVEYED TO EAGLE ROSE CONSTRUCTION, LLC, AS RECORDED IN DOCUMENT NO. 20210020091091, DEED OF RECORDS, DALLAS COUNTY, TEXAS, AND BEING A PART OF LOT 5, BLOCK 5, AND ALL OF LOTS 5 & 4, BLOCK 5, WOOD HAVEN ADDITION, BEING RECORDED IN VOLUME 12, PAGE 287, PLAT OF RECORDS, DALLAS COUNTY, TEXAS. SAID 8.816 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2" IRON PIPE FOUND IN THE SOUTH LINE OF CAVAN ROAD FOR THE NORTHWEST CORNER OF A 0.52 ACRE TRACT CONVEYED TO CHRISTINE P. PACK & MICHAEL ROSALES, RECORDED IN VOLUME 2230201, PAGE 59995670, DEED OF RECORDS, DALLAS COUNTY, TEXAS, AND BEING THE NORTHEAST CORNER OF SAID 8.816 ACRE, FROM SAID CORNER A FOUND 1 1/2" IRON PIPE BEARS N 88°42'48" E, A DISTANCE OF 74.87 FEET (TIE);

THENCE S 00°46'48" E, LEAVING THE SOUTH LINE OF CAVAN ROAD, A DISTANCE OF 300.00 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID 0.52 ACRE TRACT, ALSO BEING A CORNER OF SAID 8.816 ACRES TRACT;

THENCE N 88°42'52" E, A DISTANCE OF 75.00 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHEAST CORNER OF SAID 0.52 ACRE TRACT, ALSO BEING A CORNER OF SAID 8.816 ACRES TRACT;

THENCE S 00°46'48" E, A DISTANCE OF 609.41 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHEAST CORNER OF SAID LOT 5, ALSO BEING THE SOUTHEAST CORNER OF SAID 8.816 ACRES TRACT, FROM WHICH A FOUND 1 1/2" IRON PIPE BEARS S 00°46'48" E, A DISTANCE OF 1.03 FEET (TIE);

THENCE S 88°41'29" W, PASSING A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 6 AND THE SOUTHEAST CORNER OF SAID LOT 5, AT A DISTANCE OF 147.40 FEET, THEN PASSING ANOTHER 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 5 AND THE SOUTHEAST CORNER OF SAID LOT 4, AT A DISTANCE OF 147.40 FEET; AND CONTINUING FOR A TOTAL DISTANCE OF 444.81 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 4, ALSO BEING THE SOUTHWEST CORNER OF SAID 8.816 ACRES TRACT;

THENCE N 01°04'45" W, A DISTANCE OF 909.59 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET IN THE SOUTH LINE OF CAVAN ROAD FOR THE NORTHWEST CORNER OF SAID LOT 4, ALSO BEING THE NORTHWEST CORNER OF SAID 8.816 ACRES TRACT, FROM WHICH A FOUND 1/2" IRON ROD BEARS S 88°41'52" W, A DISTANCE OF 148.34 FEET (TIE);

THENCE N 88°41'52" E, WITH THE SOUTH LINE OF CAVAN ROAD, A DISTANCE OF 149.34 FEET TO A 1/2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID LOT 4 AND THE NORTHWEST CORNER OF SAID LOT 5 , ALSO BEING A CORNER OF SAID 8.816 ACRE TRACT;

THENCE N 88°46'28" E, WITH THE SOUTH LINE OF CAVAN ROAD, A DISTANCE OF 150.14 FEET TO A 1/2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID LOT 5 AND THE NORTHWEST CORNER OF SAID LOT 6 , ALSO BEING A CORNER OF SAID 8.816 ACRE TRACT;

THENCE N 88°46'41" E, WITH THE SOUTH LINE OF CAVAN ROAD, A DISTANCE OF 74.81 FEET TO THE POINT OF BEGINNING AND CONTAINING A TOTAL OF 384,062 SQUARE FEET OR 8.816 ACRES, MORE OR LESS;

CONSULTANTS , The undersigned does hereby certify that the field notes hereon represent the results of a survey made on the ground under my direction and supervision and that the property legally described hereon is correct and that there are no visible discrepancies, conflicts, encroachments, overlapping of improvements, easements or right-of -way, except as shown hereon, the lines and dimensions of said property being as indicated. This survey is based on deeds, easements and/or recorded plats and other records when furnished by the client or the clients representative, as well as significant and visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this certification is not a representation of warranty of title or guarantee of ownership. This survey was performed exclusively for the above mentioned parties. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

I HEREBY STATE THAT THIS SURVEY WAS
PERFORMED UNDER MY DIRECT SUPERVISION
SURVEYED DATE: 12-01-2021

"NOTE: NO LEGIBLE COPY OF THE PLAT FOR WOOD HAVEN ADDITION. BEING RECORDED IN VOLUME 12, PAGE 287, P.R.D.C.T. COULD NOT BE FOUND IN ANY DALLAS COUNTY RECORDS AND THIS BOUNDARY RESOLUTION WAS BASED ON FOUND MONUMENTATION AND ADJOINER INFORMATION.

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE GRID BASED ON "THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE" (4203).
2. ADDRESS OF SUBJECT PARCEL IS 618 CAVAN ROAD, DALLAS COUNTY, TEXAS.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT

AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF

DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

4. ANY REFERENCE TO 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR DALLAS COUNTY, TEXAS, DATED 07/07/2014, MAP NO. 48113C0470K, A PORTION OF THE PROPERTY DESCRIBED HEREIN DOES APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (ZONE A) (AREAS OF 100-YEAR FLOOD, BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED).
5. UTILITY LOCATIONS AS SHOWN ON THE BOUNDARY SURVEY ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND THEIR MAY BE EXISTING UTILITIES WHICH ARE NOT DEPICTED ON THIS BOUNDARY SURVEY; THEREFORE THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY "ONE CALL" PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT TO THE UTILITIES CAUSED BY CONTRACTOR OPERATIONS.

EAGLE CREEK OF. DUNCANVILLE CAVAN ROAD DUNCANVILLE, TX

GENERAL NOTES

1. THE GENERAL CONTRACTOR/BUILDER SHALL EXAMINE AND VERIFY THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS OF THESE PLANS/DOCUMENTS AND SHALL NOTIFY OWNER OF ANY DISCREPANCIES AND/OR OMISSIONS PRIOR TO THE START OF CONSTRUCTION.
2. THESE PLANS ARE INTENDED FOR THE GENERAL CONSTRUCTION PURPOSES ONLY AND ARE NOT EXHAUSTIVELY DETAILED OR FULLY SPECIFIED.
3. THE GENERAL CONTRACTOR SHALL SUPERVISE CONSTRUCTION AND IT SHALL BE RESPONSIBILITY TO SELECT, VERIFY, RESOLVE, AND INSTALL ALL EQUIPMENT AND MATERIALS AND TO CONTROL THE QUALITY THEREOF.
4. ALL WORK PERFORMED ON THIS PROJECT SHALL MEET OR EXCEED THE CURRENT EDITION OF THE UNIFORM BUILDING CODE AND ALL APPLICABLE STATE AND LOCAL ORDINANCES, CODE, AND REGULATIONS.
5. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE ANY ENGINEERING NECESSARY TO THE STABILITY OF THE STRUCTURE(S) OF THE PROJECT. FURTHERMORE IT RECOGNIZES THAT THESE PLANS SHALL BE REVIEWED BY A QUALIFIED PROFESSIONAL ENGINEER.

PROJECT No.
080-2022

DRAWN:
C.C.

ISSUED:

No.	DATE	SUBMISSION
1	01-25-2022	ISSUE FOR ZONING
2	04-06-2022	ISSUE FOR ZONING

CONSTRUCTION CONSULTANTS
9720 COIT RD. SUITE 220-180
PLANO, TX 75025
M.214.394.5787
E.VINTRACO@GMAIL.COM
www.vintraco.com

SITE PLAN

SHEET:
C1.00

EAGLE CREEK OF DUNCANVILLE
CAVAN ROAD
DUNCANVILLE, TX

GENERAL NOTES

1. THE GENERAL CONTRACTOR/OWNER SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY DISCREPANCIES AND/OR OWNER OF ANY DISCREPANCIES AND/OR CHANGES BEFORE ANY CONSTRUCTION.

2. THESE PLANS ARE INTENDED FOR THE USE OF THE OWNER FOR THIS PROJECT AND ARE NOT EXPRESSLY DETAILED OR PREPARED FOR USE BY OTHERS.

3. THE GENERAL CONTRACTOR SHALL COMPLY WITH ALL CODES AND ORDINANCES GOVERNING THE WORK AND SHALL NOTIFY THE OWNER IF THE PLANS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH.

4. THE GENERAL CONTRACTOR SHALL MEET OR EXCEED THE CURRENT EDITION OF THE INTERNATIONAL CODES AND ALL APPLICABLE STATE AND LOCAL ORDINANCES, CODE AND REGULATIONS.

5. THE GENERAL CONTRACTOR SHALL CONTRACT TO PROVIDE ANY ENGINEERING SERVICES REQUIRED FOR THE DESIGN OF STRUCTURES OF THE PROJECT. ENGINEERING DRAWINGS SHALL BE PREPARED AND PAID FOR BY THE GENERAL CONTRACTOR AND SHALL BE REVIEWED BY A QUALIFIED ARCHITECT BEFORE INSTALLATION.

PROJECT No. 080-2022
DRAWN: C.C.

ISSUED:

No.	DATE	SUBMISSION
1	04-14-2022	ISSUE FOR ZONING

CONSTRUCTION CONSULTANTS
3FDS, INC.
PLANO, TX 75023
PH: 817-454-8031
E-MAIL: 3FDSINC@GMAIL.COM
www.3fdsinc.com

SITE PLAN
SHEET
C1.03

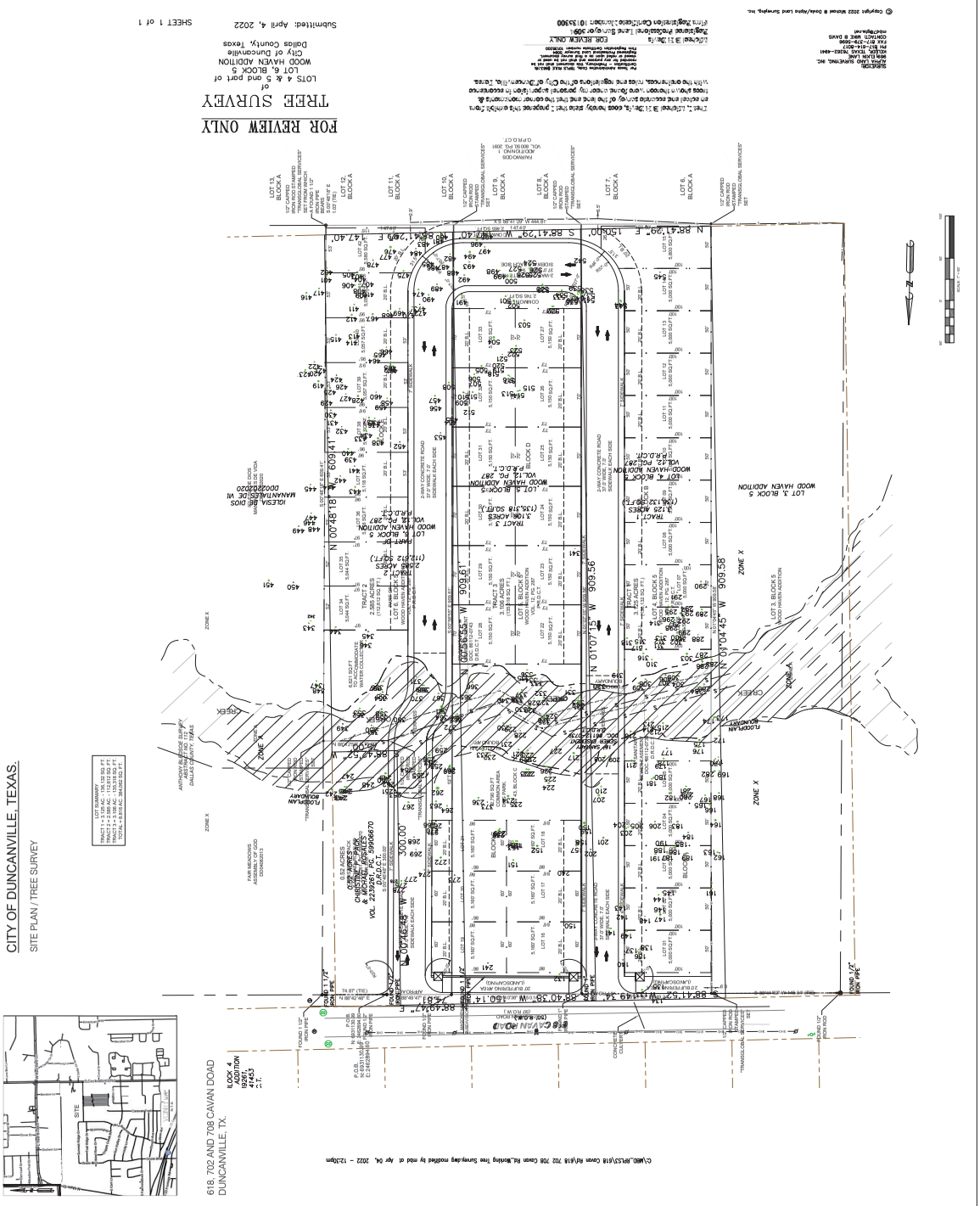
FOR REVIEW ONLY

TREE SURVEY

LOTS 4 & 5 and part of LOT 6, BLOCK 5
of
WOOD HAVEN ADDITION
City of Duncanville
Dallas County, Texas

Submitted: April 4, 2022

SHEET 1 of 1



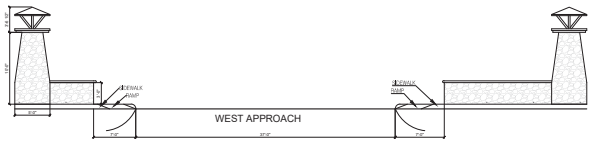
CITY OF DUNCANVILLE, TX.

PROJECT:

EAGLE CREEK OF DUNCANVILLE SUBDIVISION
CONCEPT ENTRY

CONCEPTUAL SUBDIVISION ENTRY SCALE: 1 TO 20

CONCEPTUAL EAST APPROACH SCALE: 3/32"=1'-0"



CONCEPTUAL WEST APPROACH SCALE: 3/32"=1'-0"

CONCEPTUAL CENTER SECTION SCALE: 1/8"=1'-0"

EAGLE CREEK OF DUNCANVILLE
CAVAN RD.
DUNCANVILLE, TX

GENERAL NOTES

1. THE GENERAL CONTRACTOR/BUILDER SHALL EXAMINE AND VERIFY THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS OF THESE PLANS/DOCUMENTS AND SHALL NOTIFY OWNER OF ANY DISCREPANCIES AND/OR OMISSIONS PRIOR TO THE START OF CONSTRUCTION.

2. THESE PLANS ARE INTENDED FOR THE GENERAL CONSTRUCTION PURPOSES ONLY AND ARE NOT EXHAUSTIVELY DETAILED OR FULLY SPECIFIED.

3. THE GENERAL CONTRACTOR SHALL SUPERVISE CONSTRUCTION AND IT SHALL BE RESPONSIBILITY TO SELECT, VERIFY, RESOLVE, AND INSTALL ALL EQUIPMENT AND MATERIALS AND TO CONTROL THE QUALITY THEREOF.

4. ALL WORK PERFORMED ON THIS PROJECT SHALL MEET OR EXCEED THE CURRENT EDITION OF THE UNIFORM BUILDING CODE AND ALL APPLICABLE STATE AND LOCAL ORDINANCES, CODE, AND REGULATIONS.

5. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE ANY ENGINEERING NECESSARY TO THE STABILITY OF THE STRUCTURE(S) OF THE PROJECT. FURTHERMORE IT RECOMMENDS THAT THESE PLANS SHALL BE REVIEWED BY A QUALIFIED PROFESSIONAL ENGINEER.

PROJECT No.
029-2021

DRAWN:
C.C.

ISSUED:

No.	DATE	SUBMISSION
1	03-04-2020	ISSUE FOR B.PERMIT.

CONSTRUCTION CONSULTANTS
9720 COIT RD. SUITE 220-180
PLANO, TX 75025
M.214.364.5787
E.VINTRACC@GMAIL.COM
www.vintracc.com

COVER PAGE

SHEET:
P1.00

CONSTRUCTION CONSULTANTS

APRIL MODEL

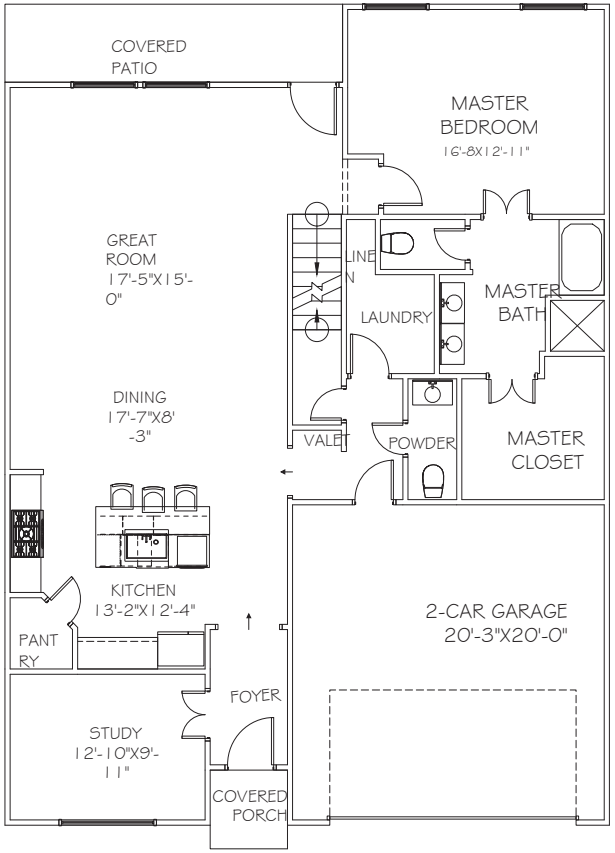
3 BEDROOMS
2.5 BATHROOMS
2 CAR GARAGE
2,403 SQ.FT.

LOFT
20'-9"X9'-10"
BATH
BEDROOM 2
10'-0"X10'-7"
BEDROOM 3
10'-5"X10'-7"
CL
CL
SECOND FLOOR
COVERED PATIO
GREAT ROOM
17'-5"X15'-0"
DINING
17'-7"X8'-3"
POWDER
FOYER
COVERED
PORCH
KITCHEN
13'-2"X12'-4"
LINEN
PANTRY
MASTER
BEDROOM
16'-8"X12'-11"
MASTER
BATH
MASTER
CLOSET
LAUNDRY
2-CAR GARAGE
20'-3"X20'-0"
FIRST FLOOR

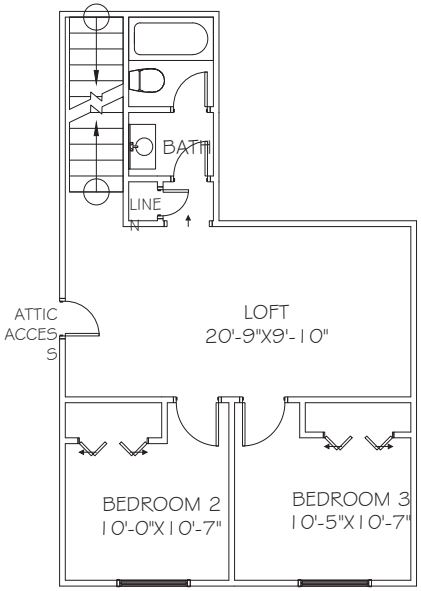
CONSTRUCTION CONSULTANTS

CAVAN MODEL

3 BEDROOMS
2.5 BATHROOMS
2 CAR GARAGE
2,390 SQ.FT.



FIRST FLOOR

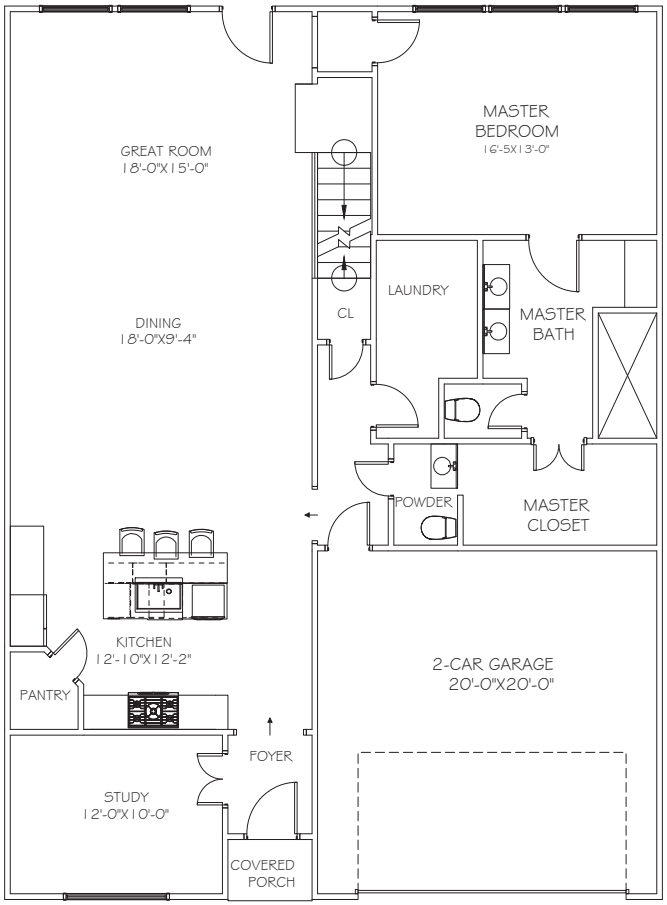


SECOND FLOOR

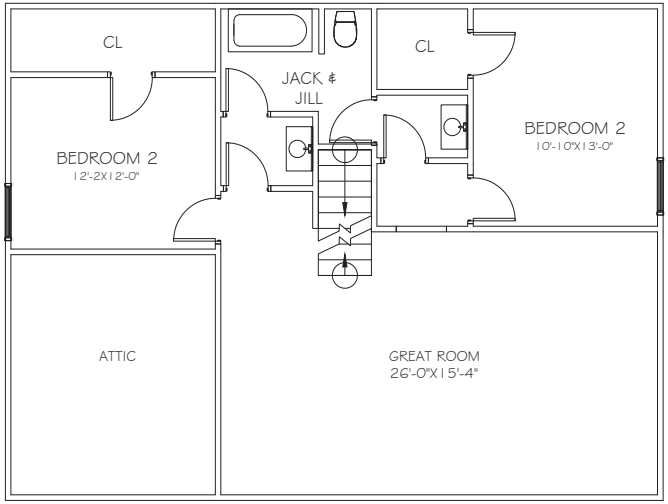
CONSTRUCTION CONSULTANTS

DUNCAN MODEL

3 BEDROOMS
2.5 BATHROOMS
2 CAR GARAGE
2,497 SQ .FT.



FIRST FLOOR

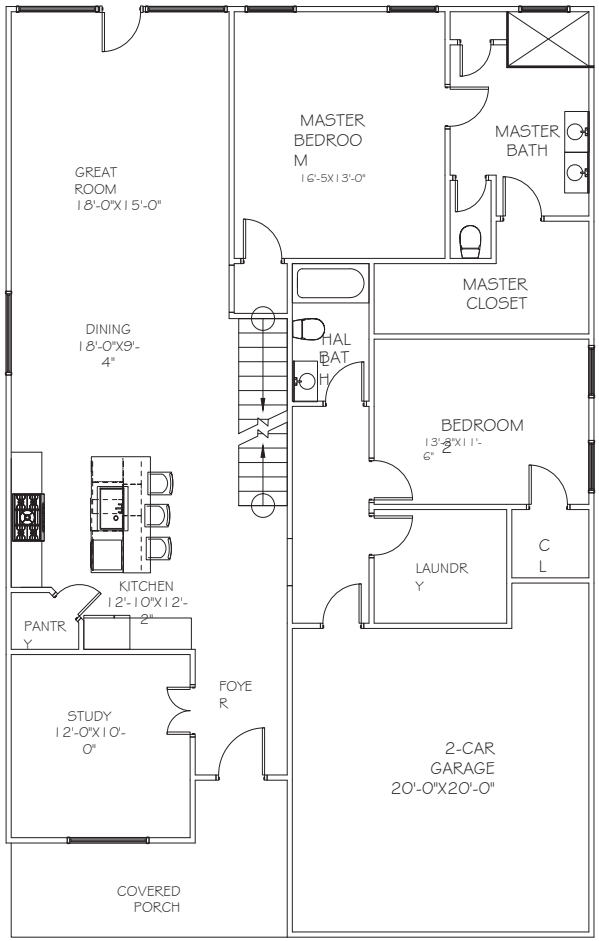


SECOND FLOOR

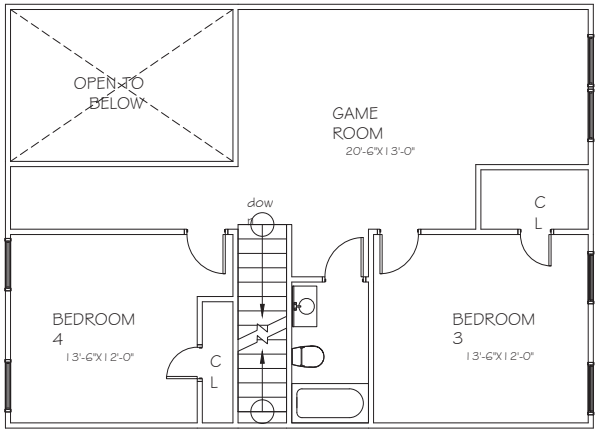
CONSTRUCTION CONSULTANTS

MADDISON MODEL

4 BEDROOMS
3 BATHROOMS
2 CAR GARAGE
2,500 SQ. FT.



FIRST FLOOR



SECOND FLOOR

Attachment 4

Duncanville Rezoning Letter and Development Statement

To whom it may concern,

Eagle Rose Construction, LLC, is the current owner and developer of 618, 702, and 708 Cavan Road. These three properties, totalling 8.18 acres, are currently zoned as SFR-6, Single Family Residential District.

Development Statement: Vision for "Eagle Creek of Duncanville":

Our goal for this property is to work with the City of Duncanville to create beautiful and accessible housing options. Luxury meets affordability in our proposed development. We will create a new subdivision of 42 single family residential homes, including green spaces. We will be putting in roads/full infrastructure as well, with two bridges over the existing creek bed which runs across all three properties. This community will have a gated feel, with a variety of two story new construction homes.

Specifically, we plan to build 42 single family homes (approximately 2,250 square feet per home), with lots sized at approximately 5,000 square feet. Through our market analysis, we have ascertained a need for additional single family residences in Duncanville, as well as within close proximity to Downtown Dallas. Additionally, the local proximity to multiple churches, as well as the relative proximity to major and minor airports, contribute to the desirability of this location. City utilities, namely water and sewer service, either border or cross this land, resulting in relative ease with extending these services into our planned subdivision. We believe this subdivision will substantially benefit the public health, safety, morals, and general welfare of the City of Duncanville.

Zoning Change Request:

Our request is for this property to be rezoned as a PD, Planned Development District. Currently, our properties do not meet the minimum 15 acre requirement for this zoning, based on city ordinances. Nevertheless, our site map details how we plan to create a subdivision that is orderly, attractive, efficient, and internally stable, in the space we do have.

Attachment 5

Eagle Creek
PLANNED DEVELOPMENT REGULATIONS

GENERAL CONDITIONS FOR PD:

1) *Purpose.* The purpose of the PD Planned Development district is to allow single-family neighborhood with amenities and common areas for residents.

2) *Use regulations.* No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in Section 3.03, "Permitted Use Chart."

3) *Base Zoning District.* The permitted uses and standards shall be in accordance with the SF-7 Single-Family Residential District, unless otherwise specified herein.

4) *Height and area regulations.*

a. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot shall be as follows:

SF – Single Family District Development Standards	
Maximum Height	2.5 stories
Minimum Front Yard Setback	20'
Minimum Side Yard Setback	5'
Minimum Side Yard Setback on corner	10'
Minimum Rear Yard Setback	15'
Minimum Lot Width (at building line)[1]	50'
Minimum Lot Depth[2]	73'
Minimum Lot Area	5,000 sq. ft.
Minimum number garage spaces	2
Number of other drive spaces	2
Maximum Lot Coverage (gross lot area)	50%
Minimum Living Floor Area	2,000 sq. ft.

Note 1: Lot width shall be measured at the front building line for cul-de-sac or "knuckle" lots.
Note 2: Cul-de-sac or "knuckle" lots may be a minimum of one hundred (100) feet.

b. All dwellings shall be accessible from the street and front entry. Minimum front driveway width shall be 20'.
c. All public sidewalks shall be five (5) feet in width.

5) *Conceptual plan required*. The Concept Plan attached hereto as Exhibit X, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD.

An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 6.06, except the Director of Development Services may approve minor revisions which do not alter the basic relationship of the proposed development.

6) *Landscape requirements:*

- A minimum twenty (20) foot wide landscape and wall buffer is provided for perimeter walls that are adjacent to collector/arterial roads and are to be platted as common areas.
- No rear landscape buffer shall be provided for lots adjacent to other residential lots or open space lots.
- In areas where trees are required, grouping or spacing trees shall be allowed. All large trees must be four-inch (4") minimum caliper diameter at breast height (dbh). All small trees must be two-inch (2") minimum caliper diameter. Measurement is at twelve-inches (12") from grade at time of planting.
- All shrubs shall be a minimum of three (3) gallon in size when planted and shall be planted in the front yard and corner lot landscape beds. Measurement is at twelve-inches (12") from grade at time of planting.
- Tree spacing shall be a minimum of 1 tree per 40' along Cavan Road.
- An enhanced entrance to the subdivision shall be provided along Cavan Road with community name signage located on or within the hardscape screening and stone planters. Future plans are subject to review and approval by the Director of Development Services.
- All other landscaping shall comply with the Zoning Ordinance, as it exists or may be amended in accordance with the standards in effect at the time of development or requested change.

7) *Screening & Fence Standards:* All development within this PD District shall comply with the following minimum screening standards:

- A twenty-foot (20') landscape buffer and masonry screening wall shall be provided along Cavan Road.
- All wooden fences shall be constructed of cedar, board-on-board material. Portions of fences along the perimeter of the development shall be constructed at a minimum eight-feet (8') in height.

8) *Homeowners Association:* A Homeowners' Association (HOA) or associations shall be established for the development. Dedicated open space (or "common areas") and retaining walls greater than four (4) feet, and screening walls shall be owned and maintained by the HOA.

9) *Open Space (Common Areas):* Open space shall be developed according to the PD Site Plan, Exhibit X , the Director of Development Services may approve minor revisions which do not alter the basic relationship of the proposed development.

10) *Design Standards and Features:* The following design standards and features shall apply with the following enhancements required for this community:

- Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the Town's building official) is required for all homes.
- Elevation Repetition. Each unique house elevation and brick color shall not be repeated on the lot most directly across the street or diagonal, nor shall it be repeated on three (3) lots in either direction on the same side of the street.
- Garage Doors will be painted or stained cedar wood doors.
- Front entry doors to the home shall be 8' in height.
- All front yard landscape beds and side yard landscape beds shall be enclosed by masonry edging comprised of brick and/or stone.
- The architectural exhibits provided in this PD, "Exhibit X" are incorporated herein by reference and demonstrate potential elevations and floorplans. The ultimate design must generally conform to Exhibit X and will be provided at time of building permit by designated home builder.

Attachment 6

City of Duncanville Planning Division
Development Services
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lromero@duncanville.com

April 27, 2022

Zoning File: 2022-10

Dear Property Owner:

Antonio Zampella, Applicant, representing Eagle Rose Construction, LLC., is requesting a Planned Development/Single-Family Residential District on Woodhaven, Block 5, Lots 4-6, City of Duncanville, Dallas County, Texas, more commonly known as 618, 702, and 708 Cavan Road.

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, May 9, 2022, at 7:00 p.m. and a City Council public hearing will be held on Tuesday, June 7, 2022, at 7:00 p.m. in the City Hall 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 June 7, 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 Jeremy Tennant, Interim 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,

Jeremy Tennant

Jeremy Tennant
Interim Secretary, Planning and Zoning Commission

Enclosures

City of Duncanville Planning Division
Development Services
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3878
(e) lromero@duncanville.com

Abril 27, 2022

Archivo de zonificación: 2022-10

Estimado propietario:

Antonio Zampella, Solicitante, representando a Eagle Rose Construction, LLC., Propietario, está solicitando un Desarrollo Planificado /Distrito Residencial Unifamiliar en Woodhaven, Block 5, Lots 4-6, Ciudad de Duncanville, Condado de Dallas, Texas, más comúnmente conocido como 618, 702 y 708 Cavan Road.

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 9 de Mayo de 2022 a las 7:00 p.m. y una audiencia pública del Concejo Municipal se llevará a cabo el Martes 7 de Junio de **2022 a las 7:00 p.m. en las Cámaras del Consejo del Ayuntamiento, 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 7 de Junio 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 Jeremy Tennant, Secretario Interino 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,

Jeremy Tennant

Jeremy Tennant
Secretario Interino 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: Development Services
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-10 Antonio Zampella, Applicant, representing Eagle Rose Construction, LLC, Owner, is requesting approval of a Planned Development/Single-Family Residential District on Woodhaven, Block 5, Lots 4-6, more commonly known as 618, 702, and 708 Cavan Road, 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 Single-Family Residential.

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, May 9, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, June 7, 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 June 7, 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
Attn: Development Services
P.O. Box 380280
Duncanville, TX 75138-0280

Caso No. 2022-10 Antonio Zampella, Solicitante, representando a Eagle Rose Construction, LLC, Propietario, está solicitando la aprobación de un Desarrollo Planificado / Distrito Residencial Unifamiliar en Woodhaven, Block 5, Lots 4-6, más comúnmente conocido como 618, 702, y 708 Cavan Road, ciudad 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 residencial unifamiliar.

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 9 de Mayo de **2022, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 7 de Junio** 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 7 de Junio 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:

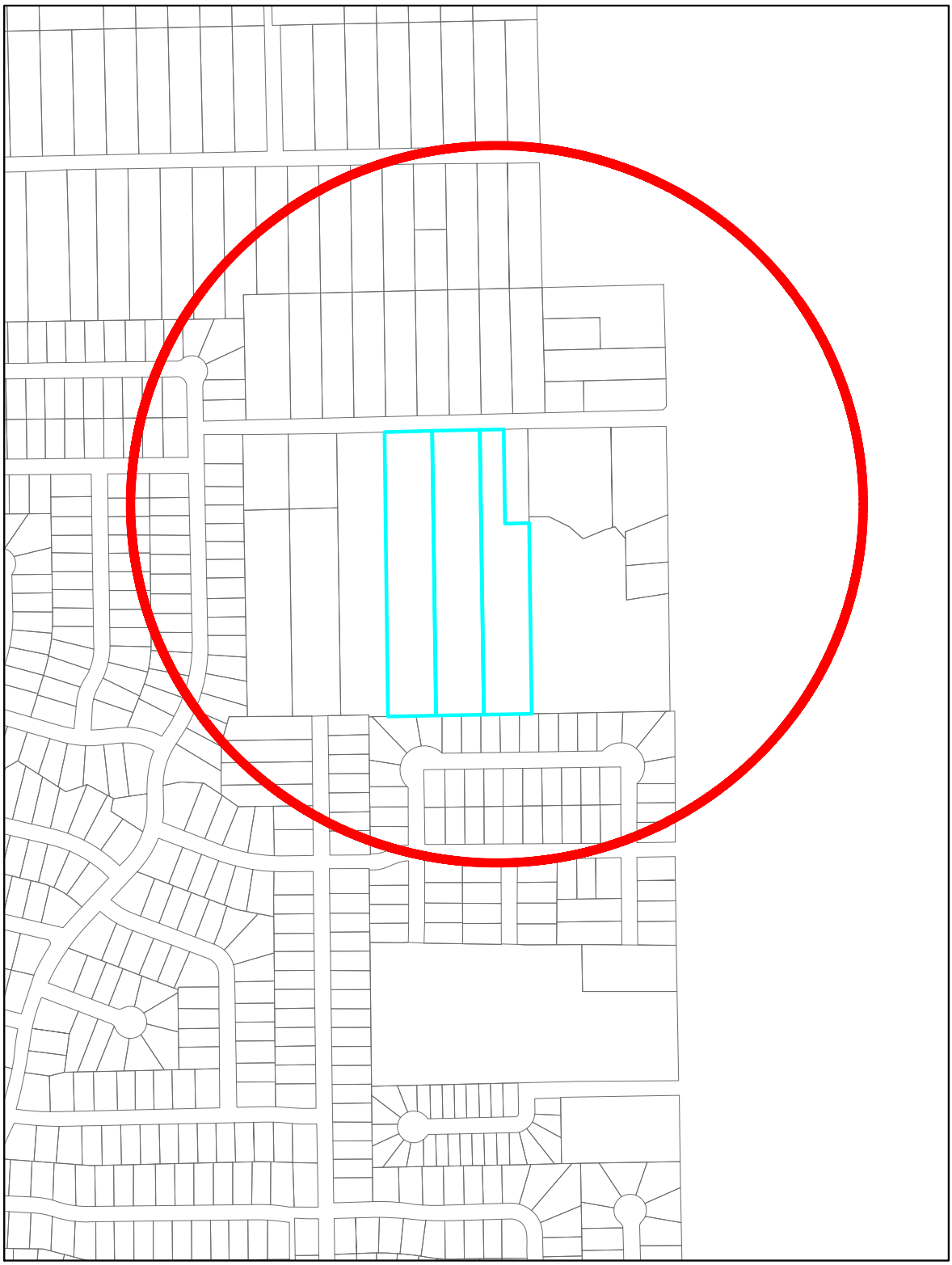
1).

2).

3).

Nombre impreso: _____ Dirección: _____

Firma: _____ Fecha: _____



The following form may be filled out and mailed to:

RECEIVED
05.03.2022

Planning and Zoning Commission
City of Duncanville
Attn: Development Services
P.O. Box 380280
Duncanville, TX 75138-0280

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If you oppose the zoning change, however, the attached survey must be completed and returned by June 7, 2022, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

X *Not* ***in favor*** *of granting the zoning request.*

My reasons are as follows:

1). WE DON'T WANT IT NEAR MY PROPERTY

2). WE DON'T NEED IT NEAR MY PROPERTY

3). IT WILL CREATE MORE CRIME PROBLEMS @ OUR PARIS PARK THAT DUNCANVILLE POLICE DO NOT ADDRESS NOW.

Printed Name: CORTNE Poole Address: 1202 CARAVAN TRAIL

Signature: Cortne Poole Date: 4-30-22

I DO NOT APPROVE !!!

CORTNE POOLE
1202 CARAVAN TRL
DUNCANVILLE, TX 75116-2414

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

FOREVER

PLANNING AND ZONE COMMISSION
CITY of DUNCANVILLE
ATTN: DEVELOPMENT SERVICES
P.O. BOX 380280
DUNCANVILLE, TX. 75138-0280

75138-028080

RECEIVED
By Lynette Romero at 9:15 am, May 16, 2022

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Development Services
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-10 Antonio Zampella, Applicant, representing Eagle Rose Construction, LLC, Owner, is requesting approval of a Planned Development/Single-Family Residential District on Woodhaven, Block 5, Lots 4-6, more commonly known as 618, 702, and 708 Cavan Road, 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.

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Please check one:

____ ***In favor*** *of granting the zoning request.*

__✓__ *Not* ***in favor*** *of granting the zoning request.*

My reasons are as follows:

1). Construction company and contractors cannot be trusted to follow ordinances, restrictions, etc.
2). Environmental impact
3).

Printed Name: James M. Fears JR Address: 1219 Aspen Drive
Signature: James M. Fears JR Date: 5-9-2022

James Fears
1006 Green Hills Rd.
Duncanville, TX 75137

NORTH TEXAS TX P&DC
DALLAS TX 750
11 MAY 2022 PM 3 L

Planning and Zoning Commission
City of Dville
Attn: Development Services
P.O. Box 380280
Dville, TX 75138-0280

75138 $2.80

RECEIVED
By Lynette Romero at 1:52 pm, May 16, 2022

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Development Services
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-10 Antonio Zampella, Applicant, representing Eagle Rose Construction, LLC, Owner, is requesting approval of a Planned Development/Single-Family Residential District on Woodhaven, Block 5, Lots 4-6, more commonly known as 618, 702, and 708 Cavan Road, 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.

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Please check one:

_____ ***In favor** of granting the zoning request.*

__✓__ *Not **in favor** of granting the zoning request.*

My reasons are as follows:

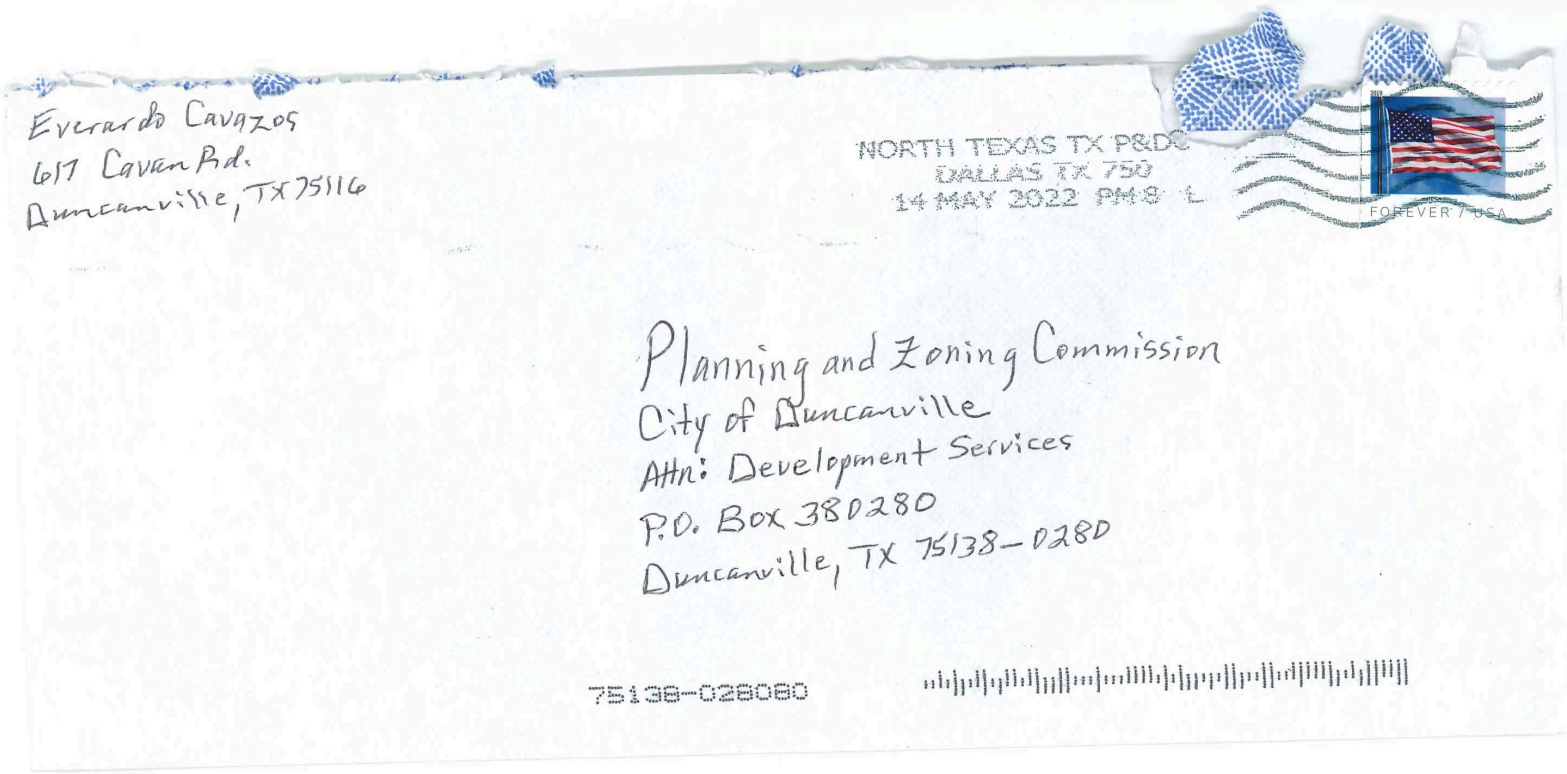
1). Septic Tank cost us $23,000.00

2). Street too small for Planned Project

3).

Printed Name: Everardo & Carmen Cavazos Address: 617 Cavan Rd. Duncanville, TX 75116

Signature: Everardo Cavazos / Carmen Gonzales C. Date: 5-11-2022


Everardo Cavazos
617 Caven Rd.
Duncanville, TX 75116
NORTH TEXAS TX P&DC
DALLAS TX 750
14 MAY 2022 PM 3 L
FOREVER / USA
Planning and Zoning Commission
City of Duncanville
Attn: Development Services
P.O. Box 380280
Duncanville, TX 75138-0280
75138-028080

RECEIVED
By Lynette Romero at 1:52 pm, May 16, 2022

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Development Services
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2022-10 Antonio Zampella, Applicant, representing Eagle Rose Construction, LLC, Owner, is requesting approval of a Planned Development/Single-Family Residential District on Woodhaven, Block 5, Lots 4-6, more commonly known as 618, 702, and 708 Cavan Road, 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 Single-Family Residential.

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, May 9, 2022, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, June 7, 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 June 7, 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). DETRIMENTAL TO Neighborhood, Value and livability for FOREVER

2). Detrimental TO The School DISTRICT, FAMILIES.

3). TOO CASTLY for CITY ON Many levels & and CULTURE

Printed Name: RICHARD DOBBS Address: 7915 ST. MATHEW CC PKWY DULUTH GA

Signature: Richard Dobbs Date: 5/8/22

Rental Property OWNER 1203 ASPEN DUNCANVILLE TX

Ms. Martha Dobbs
7915 Saint Marlo Country Club Pkwy.
Duluth, GA 30097

ATLANTA METRO 301
9 MAY 2022 PM 11 L

Jeremy Tennant
Secretary planning + zoning
P.O. Box 380280
Duncanville TX 75138

75138-028080

Attachment 7

BUNTZ DOUGLAS B
738 SUN VALLEY DR
DUNCANVILLE, TEXAS 751162459

GOMEZ R ARTURO & MARIA G
734 SUN VALLEY DR
DUNCANVILLE, TEXAS 751162459

GLORIA LOUIS A & JULIA SERRANO
4506 BLUE GRASS CT
MANSFIELD, TEXAS 760631876

RODRIGUEZ PEDRO
1147 ASPEN DR
DUNCANVILLE, TEXAS 751162834

JONES STACEY
1147 VAIL DR
DUNCANVILLE, TEXAS 751162832

CARRILLO VIDAL & VALERIE
1146 ASPEN DR
DUNCANVILLE, TEXAS 751162835

CHEN MEIYI
7801 ALMA DR 105-124
PLANO, TEXAS 750253482

DE LA ROSA VENTURA &
2727 GIBBS WILLIAMS RD
DALLAS, TEXAS 752333229

C FITZGERALD HOLDINGS LTD
8178 CR 438
PRINCETON, TEXAS 754074588

TEXAS RESIDENTIAL LENDING SPE
5477 GLEN LAKES DR STE 120
DALLAS, TEXAS 752310977

HERNANDEZ AMILCAR
715 SUN VALLEY DR
DUNCANVILLE, TEXAS 751162458

MARTINEZ CRYSTAL
719 SUN VALLEY DR
DUNCANVILLE, TEXAS 751162458

HOUSTON TINA MARIE
PO BOX 382914
DUNCANVILLE, TEXAS 751382914

WASHAM CARL EST OF
727 SUN VALLEY DR
DUNCANVILLE, TEXAS 751162458

BRISENO NORA H & ALEJANDRO
731 SUN VALLEY DR
DUNCANVILLE, TEXAS 751162458

MARTINEZ RICARDO
735 SUN VALLEY DR
DUNCANVILLE, TEXAS 751162458

YORK DANFORD NATALIE F
739 SUN VALLEY DR
DUNCANVILLE, TEXAS 751162458

EANES SHUANDRA
738 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162457

DIAZ CHRISTEN M &
734 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162457

FLORIDO RAMIREZ JUAN A &
730 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162457

SANCHEZ RAMON &
726 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162457

CASTILLO MAGDALENA
722 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162457

FLORES ABRAHAM E DURAN &
718 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162457

CADWALLADER FRANK L &
526 MIDDALE RD
DUNCANVILLE, TEXAS 751163230

CARCAMO JORGE &
710 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162457

RAMIREZ MIGUEL
706 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162457

MOUA MAY
1806 W 7TH ST
IRVING, TEXAS 750603709

CARDOZA JUVENTINO
1202 SKI DR
DUNCANVILLE, TEXAS 751162463

CEBRIAN CESAR &
2606 CUNNINGHAM ST
IRVING, TEXAS 750627177

GLOBAL PEAK INVESTMENTS
2001 COIT RD # 206
PLANO, TEXAS 750753764

QUEST VIEW PROPERTIES LLC
PO BOX 383212
DUNCANVILLE, TEXAS 751383212

JACKSON MARY ELIZABETH
1218 SKI DR
DUNCANVILLE, TEXAS 751162463

PEREZ GONZALO BAUTISTA &
747 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162456

CASARISE REAL ESTATE
2931 APPALOOSA DR
DALLAS, TEXAS 752373219

PEQUENO SANTIAGO
739 HOLLIDAY LANE
DUNCANVILLE, TEXAS 751162456

SANDATE CIPRIANO LOPEZ
735 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162456

VEASLEY GABRIEL
731 HOLIDAY LN
DUNCANVILLE, TEXAS 751162456

SERRANO RAFAEL
727 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162456

GONZALEZ FELIPE ALFONSO
723 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162456

ROBINSON JACK B
719 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162456

BRANTLEY G W & JO ANN
3204 STOUT RD
MIDLOTHIAN, TEXAS 760655775

BRANTLEY G W ETAL
3204 STOUT RD
MIDLOTHIAN, TEXAS 760655775

SAUCEDA FRANCISCO
707 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162456

RODRIQUEZ RAUL & LUCINA
703 HOLLIDAY LN
DUNCANVILLE, TEXAS 751162456

FEARS JAMES M III
1006 GREEN HILLS RD
DUNCANVILLE, TEXAS 751372814

PHILLIPS ALICE
PO BOX 382422
DUNCANVILLE, TEXAS 751382422

WALKER SHIRLEY MAE
1207 LANSDALE DR
DUNCANVILLE, TEXAS 751164205

HERNANDEZ DORA P
1207 ASPEN DR
DUNCANVILLE, TEXAS 751162464

WILLIAMS BOBBY F
7915 ST MARLO COUNTRY CLUB PKY
DULUTH, GEORGIA 300971629

ARNOLD ALICE BENNETT
1226 CARAVAN TRL
DUNCANVILLE, TEXAS 751162414

ANNA DIAZ
1222 CARAVAN TRL
DUNCANVILLE, TEXAS 751162414

HERNANDEZ HECTOR
1218 CARAVAN TRL
DUNCANVILLE, TEXAS 751162414

MARCHAN GERARDO
1214 CARAVAN TRL
DUNCANVILLE, TEXAS 751162414

CAMPBELL JOHN C TRUST
2613 LAKE RIDGE RD
GLENN HEIGHTS, TEXAS 751541826

GONZALEZ ARTURO L &
1206 CARAVAN TRL
DUNCANVILLE, TEXAS 751162414

POOLE CORTNE B & SANDRA
1202 CARAVAN TRL
DUNCANVILLE, TEXAS 751162414

ARRIAGA REBECCA
1223 CARAVAN TRL
DUNCANVILLE, TEXAS 751162413

WALLACE JOHN JAMES &
923 FAIRLAWN DR
DUNCANVILLE, TEXAS 751163003

JOHNSON CATHERINE
1215 CARAVAN TRL
DUNCANVILLE, TEXAS 751162413

LOPEZ MARIA
1211 CARAVAN TRL
DUNCANVILLE, TEXAS 751162413

COOPER L DEWAYNE
266 W COMMERCE ST
DALLAS, TEXAS 752081954

CERVANTES MIGUEL
1314 WINDING TRL
DUNCANVILLE, TEXAS 751162438

BOSWELL CAROL MAE
1326 WINDING TRL
DUNCANVILLE, TEXAS 751162438

LATIMER ALMA &
1338 WINDING TRL
DUNCANVILLE, TEXAS 751162438

MOSLEY LARONDA ANN
1350 WINDING TRL
DUNCANVILLE, TEXAS 751162438

QUINTANILLA ROSA
1362 WINDING TRL
DUNCANVILLE, TEXAS 751162438

JIMENEZ MARCO A
1410 WINDING TRL
DUNCANVILLE, TEXAS 751162440

MELENDEZ MARIA ENCARNACION RAMOS
1215 N COCKRELL HILL RD
DUNCANVILLE, TEXAS 751162421

FAIRMEADOWS ASSEMBLY OF GOD
1231 E PLEASANT RUN RD
CEDAR HILL, TEXAS 751044101

EAGLE ROSE CONSTRUCTION
3217 TEAKWOOD LN
PLANO, TEXAS 750751712

LOPEZ ROSAURA SIGALA &
1203 CARAVAN TRL
DUNCANVILLE, TEXAS 751162413

CAMACHO SEBASTIAN &
1318 WINDING TRL
DUNCANVILLE, TEXAS 751162438

JUNE ESTHER
1330 WINDING TRL
DUNCANVILLE, TEXAS 751162438

FRANCIS REX DALE
1342 WINDING TRL
DUNCANVILLE, TEXAS 751162438

CASTILLO PEDRO
1354 WINDING TRL
DUNCANVILLE, TEXAS 751162438

MUNOZ ELVIA
1366 WINDING TRL
DUNCANVILLE, TEXAS 751162438

TAYLOR AMOS JR &
1710 S WESTMORELAND RD
GLENN HEIGHTS, TEXAS 751548720

JOHNSON LOUIS E JR &
1219 N COCKRELL HILL RD
DUNCANVILLE, TEXAS 751162421

PACK CHRISTINE P &
710 CAVAN RD
DUNCANVILLE, TEXAS 751162418

EAGLE ROSE CONSTRUCTION
3217 TEAKWOOD LN
PLANO, TEXAS 750751712

YAHRAUS CATHY L &
619 SUN VALLEY DR
DUNCANVILLE, TEXAS 751162460

VALENZUELA KARLA
1322 WINDING TRL
DUNCANVILLE, TEXAS 751162438

BOONE DATHAN
1334 WINDING TRAIL
DUNCANVILLE, TEXAS 751162438

WRIGHT JUDITH GAY &
7104 CHRISTIE LN
DALLAS, TEXAS 752491023

SALAS JOSE TRINIDAD
1358 WINDING TRL
DUNCANVILLE, TEXAS 751162438

GARCIA EUSEBIO & MARIA G
611 SUMMIT RIDGE DR
DUNCANVILLE, TEXAS 751162431

CADWALLADER FRANK L
526 MIDDALE RD
DUNCANVILLE, TEXAS 751163230

TRINITY CHURCH OF THE ASSEMBLIES OF GOD
1231 E PLEASANT RUN RD
CEDAR HILL, TEXAS 751044101

EAGLE ROSE CONSTRUCTION
3217 TEAKWOOD LN
PLANO, TEXAS 750751712

IGLESIA CRISTIANA DIVINO
4715 DON DR
DALLAS, TEXAS 752476509

DUNCANVILLE CITY OF
PO BOX 380280
DUNCANVILLE, TEXAS 751380280

DUNCANVILLE CITY OF
PO BOX 380280
DUNCANVILLE, TEXAS 751380280

HOWARD VERNON
PO BOX 73
LANCASTER, TEXAS 751460073

RODRIGUEZ FELICIANO & ADELA
615 CAVAN RD
DUNCANVILLE, TEXAS 751162415

RAMOS LAURA &
3423 JUNE DR
DALLAS, TEXAS 752118704

MARTINEZ ISABEL LIFE ESTATE
1307 N COCKRELL HILL RD
DUNCANVILLE, TEXAS 751162423

PIERCE RONNIE & DORTHY
710 WOODHAVEN BLVD
DUNCANVILLE, TEXAS 751162450

NICHOLS JANIE M
702 WOODHAVEN BLVD
DUNCANVILLE, TEXAS 751162450

LARA JUAN
207 N POPLAR #C
TOMBALL, TEXAS 773754480

WORTHAM LORI &
522 WOODHAVEN BLVD
DUNCANVILLE, TEXAS 751162446

FERNANDEZ ALEJANDRO
606 CAVAN RD
DUNCANVILLE, TEXAS 751162416

IGLESIA BETHESDA CHURCH INC
715 CAVAN RD
DUNCANVILLE, TEXAS 751162417

FUENTES IRIS C
5147 TATO DR
DALLAS, TEXAS 752117471

GONZALEZ CARMEN &
617 CAVAN RD
DUNCANVILLE, TEXAS 751162415

RIOS OSCAR & YESICA
707 CAVAN RD
DUNCANVILLE, TEXAS 751162417

HALL JAMES R & CAROLYN
1315 N COCKRELL HILL RD
DUNCANVILLE, TEXAS 751162423

MORIN MARIA J
706 WOODHAVEN BLVD
DUNCANVILLE, TEXAS 751162450

MOREIRA VICENTE
618 WOODHAVEN BLVD
DUNCANVILLE, TEXAS 751162448

VILLAREAL GEORGE M ETAL
606 WOODHAVEN BLVD
DUNCANVILLE, TEXAS 751162448

AHUYON NOEMI &
4442 FLO AVE
DALLAS, TEXAS 752114541

GABEL JONATHAN
602 CAVAN RD
DUNCANVILLE, TEXAS 751162416

IGLESIA BETHESDA CHURCH
715 CAVAN RD
DUNCANVILLE, TEXAS 751162417

RODRIGUEZ FELICIANO & ADELA
615 CAVAN RD
DUNCANVILLE, TEXAS 751162415

BARRON SOFIA & JOSE
3434 SHELDON AVE
DALLAS, TEXAS 752113045

IGLESIA BETHESDA CHURCH INC
715 CAVAN RD
DUNCANVILLE, TEXAS 751162417

PALANTIR PROPERTY MANAGMENT LLC
116 CLAREMONT DR
OVILLA, TEXAS 751543331

NICHOLS JANIE M
702 WOODHAVEN BLVD
DUNCANVILLE, TEXAS 751162450

NANCE FRANCES E LIVING TRUST
PO BOX 380081
DUNCANVILLE, TEXAS 751380081

HOUSE DEARL
599 N PRAIRIE CREEK RD
DALLAS, TEXAS 752174168

GARCIA EVERARDO
4561 BLACK ROCK DR
DALLAS, TEXAS 752117706

IGLESIA DE DIOS MANANTIALES DE VIDA

1203 N COCKRELL HILL RD

DUNCANVILLE, TEXAS 751162421

Attachment 7

Duncanville
City of Champions

Public Works Department
Planning Division
203 E Wheatland Road
P.O. Box 380280
Duncanville, TX 75138
(972) 780-5015

ZONING CHANGE APPLICATION

CONTACT INFORMATION — REQUIRED

Applicant/ Agent Antonio Zampella Contact:

☐ Engineer ☑ Architect ☐ Surveyor ☐ Owner ☐ Other

Applicant/Agent Address: 9720 Coit Rd. Ste 220-108 City: Plano State: TX Zip: 75025

Agent Email: zampella1@gmail.com Telephone: 214-394-5787 (Fax)

Property Owner: Eagle Rose Construction, LLC Contact Eli Fried

Owner Address 3217 Teakwood Ln. City: Plano State: TX Zip: 75075

Owner Email: eli@eagleroseconstruction.com Telephone: 206-769-1688 (Fax)

PROPERTY INFORMATION — REQUIRED

Property Address: 618, 702, 708 Cavan Road. Duncanville, TX 75116

Legal Description of Property: WOODHAVEN

Lot No. 4, 5, 6 Block No. 5 Acreage: 8.84 Existing Zoning District: SFR-7

REQUEST TYPE — REQUIRED

☐ Specific Use Permit - Commercial
For

☑ Specific Use Permit - Residential
For Planned Development

☑ Change in Zoning
From SFR-7 TO SFR-6

☑ Planned Development (PD)
☐ Amend PD Approval
☐ Development Plan Approval
☐ Conceptual Plan Approval
☐ Alternative Compliance Request

SUBMITTAL DOCUMENTS — REQUIRED

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

☑ Completed application
☑ Application fee
☑ Property survey, or site plan or electronic copy of the metes and bounds legal description Microsoft word format or plat
☑ Written description of request (associated variance requests require justification), business statement or business plan with detailed description of proposed operation
☑ Electronic copies of all submittals via email

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application be deemed incomplete.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration.

I understand the requirements of the zoning classifications as stated in the City of Duncanville Zoning Ordinance related to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, and morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

I have read and understand this application and certify that all information and attachments are true and correct. I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the request described. Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the City Planning and Zoning Commission and City Council.

Signature of Current Property Owner

2-23-22
Date

Notarization

BEFORE ME, Amanda Redelfs, on this day personally appeared Yosef Shuchatowitz, known to or proved to me on the oath of _____ or through Drivers license (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of February, 2024

(Seal)

AMANDA REDELFS
My Notary ID # 132481330
Expires May 15, 2024

Amanda Redelfs
Notary Public in and for the State of Texas
My Commission Expires: 5-15-2024

2

Following is to be completed only if a person other than the owner is submitting this application.

Owner Validation

Applicant has permission to pursue a zoning change on the property located at 618, 702, 708 Cavan Rd. Duncanville, TX 75116 with the City of Duncanville.

Signature of Owner/Agent

2-23-22
Date

BEFORE ME, Amanda Redelfs, on this day personally appeared Yosef Shuchatowitz, known to or proved to me on the oath of _____ or through Driver's license (description of identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of February, 2024

(SEAL)

AMANDA REDELFS
My Notary ID # 132481330
Expires May 15, 2024

Amanda Redelfs
Notary Public in and for the State of Texas
My Commission Expires: 5-15-2024

SUBMITTAL CHECKLIST

Specific Use Permit - Commercial

Please check if applicable

YES	N/A	
☐	☐	Written Letter with detailed description of proposed operation
☐	☐	Site Plan
☐	☐	Building Elevation and Signage Plan
☐	☐	Landscape Plan
☐	☐	Floor Plans
☐	☐	Other _____

Specific Use Permit - Residential

Please check if applicable

YES	N/A	
☐	☐	Written Letter of Intent with detailed description of request
☐	☐	HOA approval letter (if applicable)
☐	☐	Drawings, spec sheets, diagrams or other documents in electronic format (PDF)
☐	☐	Letter from owner (if applicant is not owner) and/or approval letter from HOA (if applicable)
☐	☐	Other _____

Planned Development

YES	N/A	
☑	☐	Written Letter with detailed description of proposed development with proposed conditions
☑	☐	Conceptual Plan

(The purpose of a Conceptual Plan is to provide a general layout of the proposed development prior to a more specific Development Plan being submitted. A Conceptual Plan shall be construed to be an illustration of the development concepts only and not an exact representation of the specific development proposed.)

☑	☐	Development Plan with proposed PD Conditions

(The purpose of a Development Plan is to specifically illustrate the proposed location and arrangement of uses and structures, the relationship of such uses to base zoning districts, development phasing, planned public improvements, open space, proposed amenities and the overall design of the development. Development Plan shall be incorporated into the regulations of the PD ordinance, shall be construed in conjunction with the authorized uses and development standards set forth in such regulations, and shall be in general conformity with the approved Conceptual Plan for the PD (if applicable).

REQUIRED

Development Plan Submittal includes the following:

- ☑ ☑ Site plan
- ☐ ☐ Building Elevations
- ☐ ☐ Landscape plan
- ☐ ☐ Floor Plans
- ☑ ☐ Other Plat Survey

Amendment of Planned Development

YES	N/A	
☐	☐	Written Letter with Detailed Description of proposed operation including list of proposed changes.
☐	☐	Revised Development Plan

Development Plan

YES	N/A	
☐	☐	Proposed PD Conditions
☐	☐	Site plan
☐	☐	Building Elevations
☐	☐	Landscape Plan
☐	☐	Floor Plans
☐	☐	Other _____

Change of Zoning

☑ ☐ Written Detailed Description of request including how the request considers the following factors:

- Whether the proposed change of zoning change implements the policies of the adopted Comprehensive Plan
- Whether the uses allowed by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole;
- Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
- The amount of and development absorption (or redevelopment) rate of vacant or underutilized land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstance which may make a substantial part of such vacant land unavailable for development;
- How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved, and whether such designation for other areas should be modified also; and any other factors which substantially affect the public health, safety, morals, or general welfare.

REQUIRED

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. 2435

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF DUNCANVILLE, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM SINGLE FAMILY RESIDENTIAL 6 (SFR-6) TO PLANNED DEVELOPMENT SINGLE-FAMILY RESIDENTIAL DISTRICT (PD-SFRD) BEING APPROXIMATELY 8.816 ACRES FOR SINGLE-FAMILY, GENERALLY LOCATED 618, 702 AND 708 CANVAN ROAD, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS; SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT 'A', WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR PLANNED DEVELOPMENT REGULATIONS, SITE PLAN, TREE SURVEY AND ELEVATIONS/FLOOR PLANS IN EXHIBITS B THROUGH E, RESPECTIVELY WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS 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 City Planning and Zoning Commission and the governing body of the City of Duncanville, Texas, in compliance with the laws of the State of Texas and pursuant to the Comprehensive Zoning Ordinance of the City of Duncanville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that zoning change should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, duly passed by the governing body of the City of Duncanville, Texas, as heretofore amended, be and the same is hereby amended by granting a change from Single family residential 6 (SFR-6) to Planned Development Single-Family Residential District (PD-SFRD) being approximately 8.816 acres for single-family homes, generally located at 618, 702 and 708 Cavan Road, Duncanville, Dallas County, Texas; said property being more particularly described in Exhibit 'A', which is attached hereto and incorporated herein.

SECTION 2. That the single-family residential subdivision shall be developed in accordance with the City's Subdivision Ordinance, as general depicted in substantial

conformity with the Planned Development regulations which are attached hereto and incorporated herein in Exhibit B.

SECTION 3. That the property owner(s) and/or occupant(s) shall comply with the local subdivision regulations, zoning regulations, ordinances, development codes, fire code and building codes, and the property shall be developed in accordance with the Providing for Planned Development Regulations, Site Plan, Tree Survey and Elevations/Floor Plans in Exhibits B through E, respectively, which are attached hereto and incorporated herein.

SECTION 4. That the Comprehensive Zoning Ordinance of the City of Duncanville, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. 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 unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and upon conviction shall be punished by a 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 be deemed to constitute a separate offense.

SECTION 8. That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

DULY PASSED AND APPROVED by the City Council of the City of Duncanville, Texas, on the 7th day of June 2022.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Kristin Downs, City Secretary

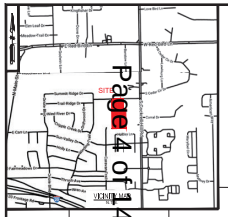
APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

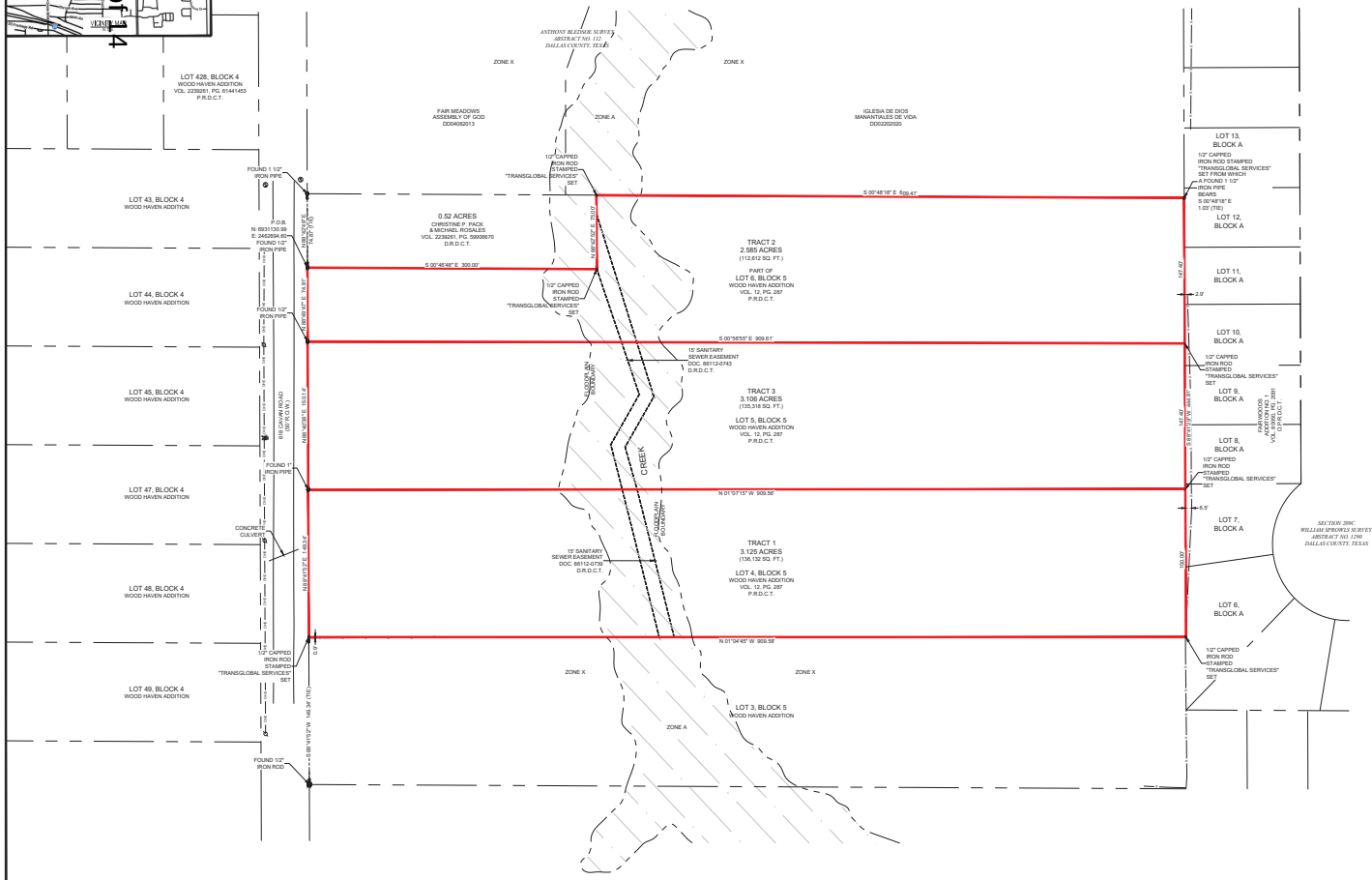
EXHIBIT A

PLAT OF SURVEY OF A 8.816 ACRE TRACT OF LAND

SITUATED IN
ANTHONY BLEDSOE SURVEY, ABSTRACT NO. 112
DALLAS COUNTY, TEXAS



LOT SUMMARY
TRACT 1 = 3.125 AC. - 136,132 SQ. FT.
TRACT 2 = 2.585 AC. - 112,612 SQ. FT.
TRACT 3 = 3.106 AC. - 135,318 SQ. FT.
TOTAL = 8.816 AC. 384,062 SQ. FT.



DALLAS COUNTY TEXAS

LEGAL DESCRIPTION:

BEING AN 8.816 ACRE TRACT OF LAND SITUATED IN ANTHONY BLEDSOE SURVEY, ABSTRACT NO. 112, DALLAS COUNTY, TEXAS, AND BEING A TRACT OF LAND CONVEYED TO EAGLE ROSE CONSTRUCTION, LLC, AS RECORDED IN DOCUMENT NO. 202103291951, DEED OF RECORDS, DALLAS COUNTY, TEXAS, AND BEING A PART OF LOT 6, BLOCK 5, AND ALL OF LOTS 5 & 4, BLOCK 5, WOOD HAVEN ADDITION, BEING RECORDED IN VOLUME 12, PAGE 287, PLAT OF RECORDS, DALLAS COUNTY, TEXAS. SAID 8.816 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIPE FOUND IN THE SOUTH LINE OF CAVAN ROAD FOR THE NORTHWEST CORNER OF A 0.52 ACRE TRACT CONVEYED TO CHRISTINE P. PACK & MICHAEL ROSALES, RECORDED IN VOLUME 2239261, PAGE 59909670, DEED OF RECORDS, DALLAS COUNTY, TEXAS, AND BEING THE NORTHEAST CORNER OF SAID 8.816 ACRE, FROM SAID CORNER A FOUND 1 1/2" IRON PIPE BEARS N 89°42'48" E, A DISTANCE OF 74.87 FEET (TIE);

THENCE S 00°46'48" E, LEAVING THE SOUTH LINE OF CAVAN ROAD, A DISTANCE OF 300.00 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID 0.52 ACRE TRACT, ALSO BEING A CORNER OF SAID 8.816 ACRES TRACT;

THENCE N 89°42'52" E, A DISTANCE OF 75.00 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHEAST CORNER OF SAID 0.52 ACRE TRACT, ALSO BEING A CORNER OF SAID 8.816 ACRES TRACT;

THENCE S 00°46'18" E, A DISTANCE OF 609.41 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHEAST CORNER OF SAID LOT 6, ALSO BEING THE SOUTHEAST CORNER OF SAID 8.816 ACRES TRACT, FROM WHICH A FOUND 1 1/2" IRON PIPE BEARS S 00°46'18" E, A DISTANCE OF 1.03 FEET (TIE);

THENCE S 89°41'23" W, PASSING A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 6 AND THE SOUTHEAST CORNER OF SAID LOT 5, AT A DISTANCE OF 147.49 FEET, THEN PASSING ANOTHER 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 5 AND THE SOUTHEAST CORNER OF SAID LOT 4, AT A DISTANCE OF 147.40 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 444.81 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 4, ALSO BEING THE SOUTHWEST CORNER OF SAID 8.816 ACRES TRACT;

THENCE N 01°04'45" W, A DISTANCE OF 909.58 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET IN THE SOUTH LINE OF CAVAN ROAD FOR THE NORTHWEST CORNER OF SAID LOT 4, ALSO BEING THE NORTHWEST CORNER OF SAID 8.816 ACRES TRACT, FROM WHICH A FOUND 1/2" IRON ROD BEARS S 89°41'52" W, A DISTANCE OF 149.34 FEET (TIE);

THENCE N 89°41'52" E, WITH THE SOUTH LINE OF CAVAN ROAD, A DISTANCE OF 149.34 FEET TO A 1/2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID LOT 4 AND THE NORTHWEST CORNER OF SAID LOT 5, ALSO BEING A CORNER OF SAID 8.816 ACRE TRACT;

THENCE N 89°36'38" E, WITH THE SOUTH LINE OF CAVAN ROAD, A DISTANCE OF 150.14 FEET TO A 1/2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID LOT 5 AND THE NORTHWEST CORNER OF SAID LOT 6, ALSO BEING A CORNER OF SAID 8.816 ACRE TRACT;

THENCE N 89°40'47" E, WITH THE SOUTH LINE OF CAVAN ROAD, A DISTANCE OF 74.81 FEET TO THE POINT OF BEGINNING AND CONTAINING A TOTAL OF 384,062 SQUARE FEET OR 8.816 ACRES, MORE OR LESS;

To: THOMAS A. ZIPPER and LISA THOMPSON, EAGLE ROSE CONSTRUCTION, LLC, and CONSTRUCTION CONSULTANTS , The undersigned does hereby certify that the field notes hereon represent the results of a survey made on the ground under my direction and supervision and that the property legally described hereon is correct and that there are no visible discrepancies, conflicts, encroachments, overlapping of improvements, easements or right-of -way, except as shown hereon, the lines and dimensions of said property being as indicated. This survey is based on deeds, easements and/or recorded plats and other records when furnished by the client or the clients representative, as well as significant and visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this certification is not a representation of warranty of title or guarantee of ownership. This survey was performed exclusively for the above mentioned parties. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION
SURVEYED DATE: 12-01-2021

01-27-2022
JAMES C. YARGER TEXAS R.P.L.S. NO. 5854 DATE

JAMES CURTIS YARGER 5854 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

"NOTE- NO LEGIBLE COPY OF THE PLAT FOR WOOD HAVEN ADDITION, BEING RECORDED IN VOLUME 12, PAGE 287, P.R.D.C.T. COULD NOT BE FOUND IN ANY DALLAS COUNTY RECORDS AND THIS BOUNDARY RESOLUTION WAS BASED ON FOUND MONUMENTATION AND ADJOINER INFORMATION.

NOTES:

1. BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE GRID BASED ON "THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE" (4203).
2. ADDRESS OF SUBJECT PARCEL IS 618 CAVAN ROAD, DALLAS COUNTY, TEXAS.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF ALL IMPROVEMENTS WAS BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAS BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.
4. ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR DALLAS COUNTY, TEXAS, DATED 07/07/2014, MAP NO. 48113C0470K, A PORTION OF THE PROPERTY DESCRIBED HEREIN DOES APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA (ZONE A) (AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED).
5. UTILITY LOCATIONS AS SHOWN ON THE BOUNDARY SURVEY ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND THERE MAY BE EXISTING UTILITIES WHICH ARE NOT DEPICTED ON THIS BOUNDARY SURVEY; THEREFORE THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY "ONE CALL" PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT TO THE UTILITIES CAUSED BY CONTRACTOR OPERATIONS.

1-800-344-8377
TEXAS ONE CALL SYSTEM

LEGEND
- BOUNDARY LINE
- OHE OVERHEAD ELECTRIC
- PROPERTY LINE
- EASEMENT EASEMENT
- TEMPORARY EASEMENT
- CENTER LINE
- POWER POLE
- FOUND MONUMENT
- SET MONUMENT
- (R) RECORD
- (M) MEASURED

SCALE: 1" = 60'

#	DATE	BY	DESCRIPTION

PROJECT NO. 7631

TRANSGLOBAL SERVICES, INC.
TBPELS FIRM# 10193100 / 10128
2120 S Great Southwest Parkway Suite 210
Grand Prairie, TX. 75051
(817) 704-70 ~ Fax (817) 704-741

618 CAVAN ROAD

PLAT OF SURVEY
OF A 8.816 ACRE / 384,062 S.F.
TRACT OF LAND
SITUATED IN
ANTHONY BLEDSOE SURVEY, ABSTRACT NO. 112
DALLAS COUNTY, TEXAS

DESIGN BY:	SM	DATE: 01/27/22	DWG. NO. 7631_618 CAVAN ROAD_BOUNDARY
RECORD BY:	JCY	DATE: 01/27/22	REV. 0
CHECK BY:	JCY	PAGE 1 OF 1	

EXHIBIT B

Eagle Creek
PLANNED DEVELOPMENT REGULATIONS

GENERAL CONDITIONS FOR PD:

1) *Purpose.* The purpose of the PD Planned Development district is to allow single-family neighborhood with amenities and common areas for residents.

2) *Use regulations.* No building, structure, land or premises will be used, and no building or structure shall hereafter be erected, constructed, reconstructed, or altered, except for one or more of the uses specified in Section 3.03, "Permitted Use Chart."

3) *Base Zoning District.* The permitted uses and standards shall be in accordance with the SF-7 Single-Family Residential District, unless otherwise specified herein.

4) *Height and area regulations.*

a. The height of buildings, the minimum dimensions of lots and yards, and the minimum lot area per family permitted on any lot shall be as follows:

SF – Single Family District Development Standards	
Maximum Height	2.5 stories
Minimum Front Yard Setback	20'
Minimum Side Yard Setback	5'
Minimum Side Yard Setback on corner	10'
Minimum Rear Yard Setback	15'
Minimum Lot Width (at building line)[1]	50'
Minimum Lot Depth[2]	73'
Minimum Lot Area	5,000 sq. ft.
Minimum number garage spaces	2
Number of other drive spaces	2
Maximum Lot Coverage (gross lot area)	50%
Minimum Living Floor Area	2,000 sq. ft.

Note 1: Lot width shall be measured at the front building line for cul-de-sac or "knuckle" lots.
Note 2: Cul-de-sac or "knuckle" lots may be a minimum of one hundred (100) feet.

b. All dwellings shall be accessible from the street and front entry. Minimum front driveway width shall be 20'.

c. All public sidewalks shall be five (5) feet in width.

5) *Conceptual plan required*. The Concept Plan attached hereto as Exhibit X, and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD.

An amendment to a concept plan approved as a part of the ordinance establishing the planned development district is a change in zoning district classification and must follow the same procedures set forth in Section 6.06, except the Director of Development Services may approve minor revisions which do not alter the basic relationship of the proposed development.

6) *Landscape requirements:*

- A minimum twenty (20) foot wide landscape and wall buffer is provided for perimeter walls that are adjacent to collector/arterial roads and are to be platted as common areas.
- No rear landscape buffer shall be provided for lots adjacent to other residential lots or open space lots.
- In areas where trees are required, grouping or spacing trees shall be allowed. All large trees must be four-inch (4") minimum caliper diameter at breast height (dbh). All small trees must be two-inch (2") minimum caliper diameter. Measurement is at twelve-inches (12") from grade at time of planting.
- All shrubs shall be a minimum of three (3) gallon in size when planted and shall be planted in the front yard and corner lot landscape beds. Measurement is at twelve-inches (12") from grade at time of planting.
- Tree spacing shall be a minimum of 1 tree per 40' along Cavan Road.
- An enhanced entrance to the subdivision shall be provided along Cavan Road with community name signage located on or within the hardscape screening and stone planters. Future plans are subject to review and approval by the Director of Development Services.
- All other landscaping shall comply with the Zoning Ordinance, as it exists or may be amended in accordance with the standards in effect at the time of development or requested change.

EXHIBIT B

7) *Screening & Fence Standards:* All development within this PD District shall comply with the following minimum screening standards:

- A twenty-foot (20') landscape buffer and masonry screening wall shall be provided along Cavan Road.
- All wooden fences shall be constructed of cedar, board-on-board material. Portions of fences along the perimeter of the development shall be constructed at a minimum eight-feet (8') in height.

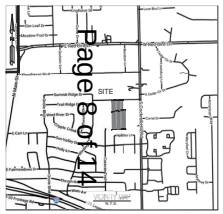
8) *Homeowners Association:* A Homeowners' Association (HOA) or associations shall be established for the development. Dedicated open space (or "common areas") and retaining walls greater than four (4) feet, and screening walls shall be owned and maintained by the HOA.

9) *Open Space (Common Areas):* Open space shall be developed according to the PD Site Plan, Exhibit X , the Director of Development Services may approve minor revisions which do not alter the basic relationship of the proposed development.

10) *Design Standards and Features:* The following design standards and features shall apply with the following enhancements required for this community:

- Decorative driveway paving (e.g. salt finish, exposed aggregate, or other treatments approved by the Town's building official) is required for all homes.
- Elevation Repetition. Each unique house elevation and brick color shall not be repeated on the lot most directly across the street or diagonal, nor shall it be repeated on three (3) lots in either direction on the same side of the street.
- Garage Doors will be painted or stained cedar wood doors.
- Front entry doors to the home shall be 8' in height.
- All front yard landscape beds and side yard landscape beds shall be enclosed by masonry edging comprised of brick and/or stone.
- The architectural exhibits provided in this PD, "Exhibit X" are incorporated herein by reference and demonstrate potential elevations and floorplans. The ultimate design must generally conform to Exhibit X and will be provided at time of building permit by designated home builder.

EXHIBIT C



618, 702 AND 708 CAVAN DOAD
DUNCANVILLE, TX.

CITY OF DUNCANVILLE, TEXAS.

PROPOSED RESIDENTIAL SUB DIVISION; EAGLE CREEK OF DUNCANVILLE
PROPOSED ZONING CHANGE TO SF-5
42 SINGLE FAMILY LOTS
COMMUNITY PARK & PETS PARK
4 SINGLE FAMILY HOME MODELS

LOT SUMMARY
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TRACT 2 = 2.585 AC. - 112,612 SQ. FT.
TRACT 3 = 3.106 AC. - 135,318 SQ. FT.
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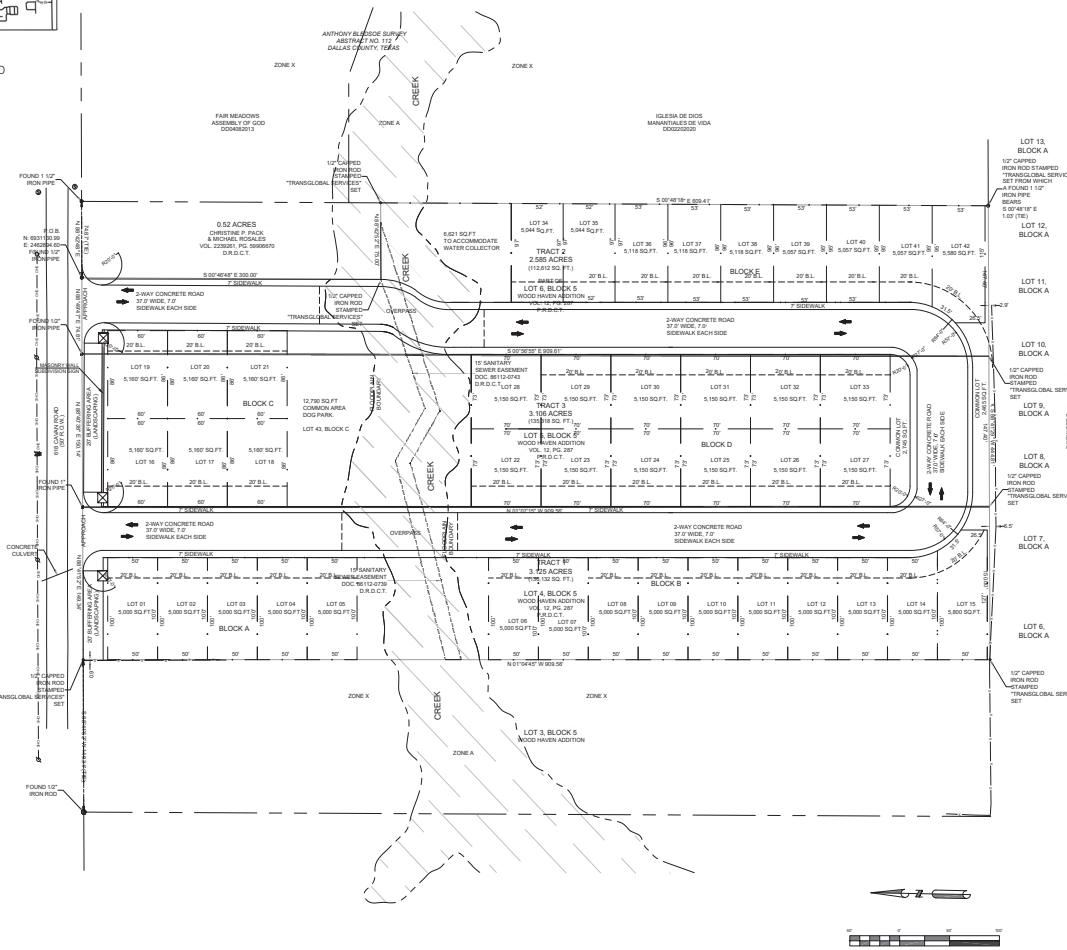

DALLAS COUNTY TEXAS

LEGAL DESCRIPTION:

BEING AN 8.816 ACRE TRACT OF LAND SITUATED IN ANTHONY BLEDSOE SURVEY, ABSTRACT NO. 112, DALLAS COUNTY, TEXAS, AND BEING A TRACT OF LAND CONVEYED TO EAGLE ROSE CONSTRUCTION, LLC, AS RECORDED IN DOCUMENT NO. 20210020091091, DEED OF RECORDS, DALLAS COUNTY, TEXAS, AND BEING A PART OF LOT 5, BLOCK 5, AND ALL OF LOTS 5 & 4, BLOCK 5, WOOD HAVEN ADDITION, BEING RECORDED IN VOLUME 12, PAGE 287, PLAT OF RECORDS, DALLAS COUNTY, TEXAS. SAID 8.816 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

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THENCE S 88°41'29" W, PASSING A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 6 AND THE SOUTHEAST CORNER OF SAID LOT 5, AT A DISTANCE OF 147.40 FEET, THEN PASSING ANOTHER 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 5 AND THE SOUTHEAST CORNER OF SAID LOT 4, AT A DISTANCE OF 147.40 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 444.81 FEET TO A 1/2" CAPPED IRON ROD STAMPED "TRANSGLOBAL SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 4, ALSO BEING THE SOUTHWEST CORNER OF SAID 8.816 ACRES TRACT;

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CONSULTANTS , The undersigned does hereby certify that the field notes hereon represent the results of a survey made on the ground under my direction and supervision and that the property legally described hereon is correct and that there are no visible discrepancies, conflicts, encroachments, overlapping of improvements, easements or right-of -way, except as shown hereon, the lines and dimensions of said property being as indicated. This survey is based on deeds, easements and/or recorded plats and other records when furnished by the client or the clients representative, as well as significant and visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this certification is not a representation of warranty of title or guarantee of ownership. This survey was performed exclusively for the above mentioned parties. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

I HEREBY STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION
SURVEYED DATE: 12-01-2021

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LEGEND
SECTION LINE
OHE OVERHEAD ELECTRIC
ROW RIGHT-OF-WAY
PERMANENT EASEMENT
TEMPORARY EASEMENT
POWER POLE
FOUND MONUMENT
SET MONUMENT
RECORD
MEASURED
(M)

SCALE: 1" = 60'

EAGLE CREEK OF. DUNCANVILLE CAVAN ROAD DUNCANVILLE, TX

GENERAL NOTES

1. THE GENERAL CONTRACTOR/BUILDER SHALL EXAMINE AND VERIFY THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS OF THESE PLANS/DOCUMENTS AND SHALL NOTIFY OWNER OF ANY DISCREPANCIES AND/OR OMISSIONS PRIOR TO THE START OF CONSTRUCTION.
2. THESE PLANS ARE INTENDED FOR THE GENERAL CONSTRUCTION PURPOSES ONLY AND ARE NOT EXHAUSTIVELY DETAILED OR FULLY SPECIFIED.
3. THE GENERAL CONTRACTOR SHALL SUPERVISE CONSTRUCTION AND IT SHALL BE RESPONSIBILITY TO SELECT, VERIFY, RESOLVE, AND INSTALL ALL EQUIPMENT AND MATERIALS AND TO CONTROL THE QUALITY THEREOF.
4. ALL WORK PERFORMED ON THIS PROJECT SHALL MEET OR EXCEED THE CURRENT EDITION OF THE UNIFORM BUILDING CODE AND ALL APPLICABLE STATE AND LOCAL ORDINANCES, CODE, AND REGULATIONS.
5. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE ANY ENGINEERING NECESSARY TO THE STABILITY OF THE STRUCTURE(S) OF THE PROJECT. FURTHERMORE IT RECOGNIZES THAT THESE PLANS SHALL BE REVIEWED BY A QUALIFIED PROFESSIONAL ENGINEER.

PROJECT No.
080-2022
DRAWN:
C.C.

ISSUED:

No.	DATE	SUBMISSION
1	01-25-2022	ISSUE FOR ZONING
2	04-06-2022	ISSUE FOR ZONING

CONSTRUCTION CONSULTANTS
9720 COIT RD. SUITE 220-180
PLANO, TX 75025
M.214.394.5787
E.VINTRACC@GMAIL.COM
www.vintracc.com

SITE PLAN
SHEET:
C1.00

EAGLE CREEK OF DUNCANVILLE
CAVAN ROAD
DUNCANVILLE, TX

GENERAL NOTES

1. THE GENERAL CONTRACTOR/DEVELOPER SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB AND THE ARCHITECT MUST BE NOTIFIED OF ANY DISCREPANCIES AND/OR OMISSIONS BEFORE PROCEEDING WITH THE CONSTRUCTION.

2. THESE PLANS ARE INTENDED FOR THE USE OF EXPERIENCED CONTRACTORS AND ARE NOT EXHAUSTIVELY DETAILED OR SPECIFIED. THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER AND SAFE CONSTRUCTION METHODS.

3. THE GENERAL CONTRACTOR SHALL COMPLY WITH ALL CODES AND ORDINANCES EXERCISED BY THE AUTHORITIES HAVING JURISDICTION OVER THE PROJECT. THE CONTRACTOR SHALL ALSO COMPLY WITH ALL APPLICABLE STATE AND LOCAL LAWS, ORDINANCES, CODE AND REGULATIONS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING STRUCTURES ON THE PROJECT SITE AND ADJACENT PROPERTY. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY A QUALIFIED CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

PROJECT No. 080-2022
DRAWN: C.C.

ISSUED:

No.	DATE	SUBMISSION
1	04-14-2022	ISSUE FOR ZONING

CONSTRUCTION CONSULTANTS
3737 PARKER RD. STE. 200-180
PLANO, TX 75023
(214) 801-4949
EVANTRACI@GMAIL.COM
www.evantraci.com

SITE PLAN
SHEET
C1.03

EXHIBIT D

CITY OF DUNCANVILLE, TEXAS.

SITE PLAN / TREE SURVEY

FOR REVIEW ONLY

TREE SURVEY

of

LOTS 4 & 5 part of
LOT 6, BLOCK 5
WOOD HAVEN ADDITION
City of Duncanville
Dallas County, Texas

Submitted: April 4, 2022

SHEET 1 of 1

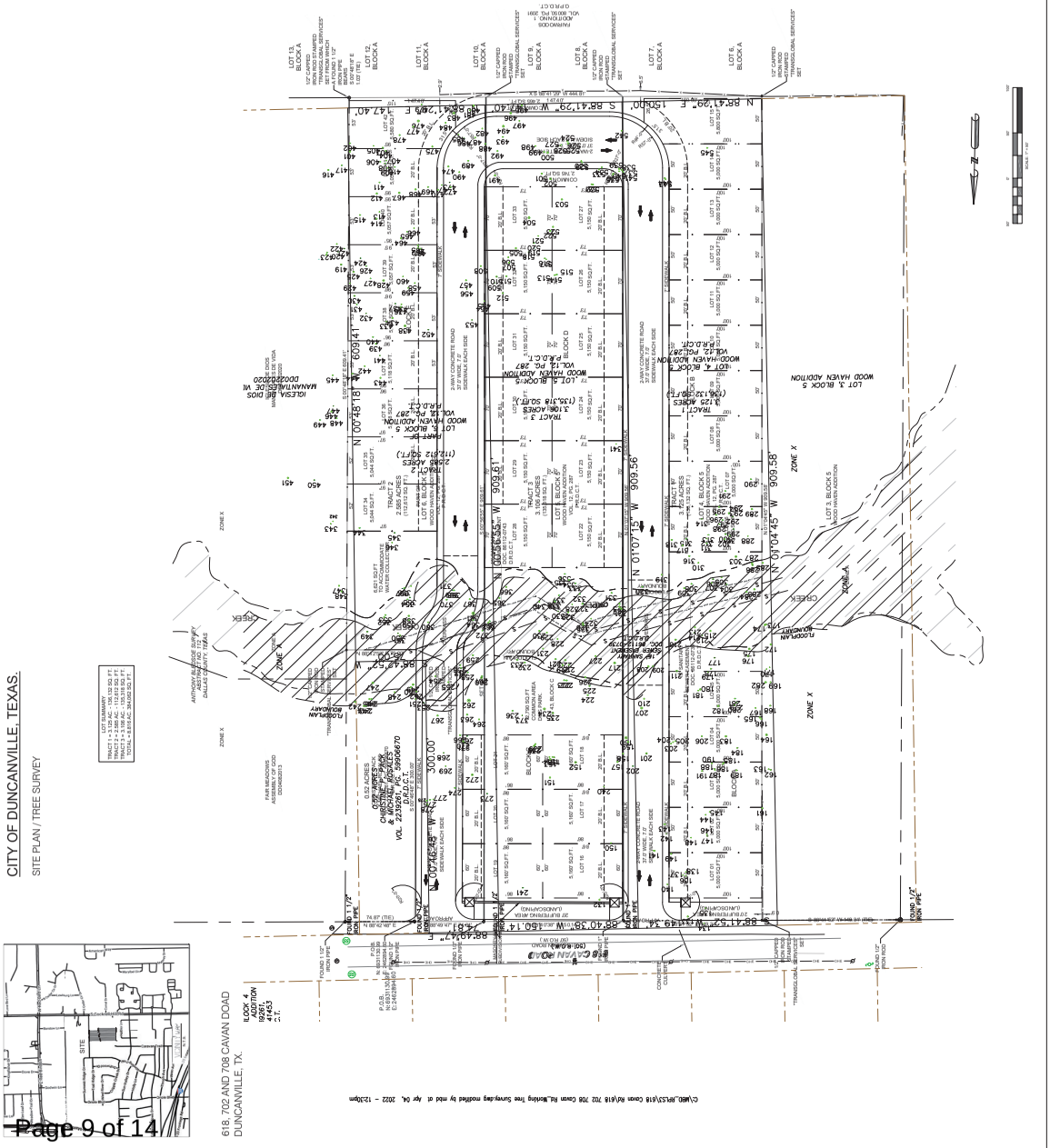


EXHIBIT E

CONSTRUCTION CONSULTANTS

APRIL MODEL

3 BEDROOMS
2.5 BATHROOMS
2 CAR GARAGE
2,403 SQ.FT.

EXHIBIT E

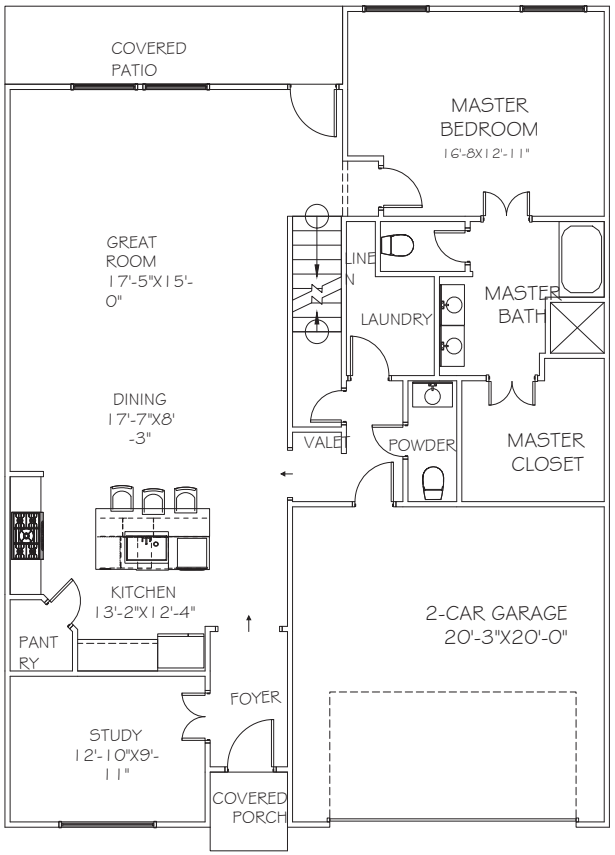
LOFT
20'-9"X9'-10"
BATH
BEDROOM 2
10'-0"X10'-7"
BEDROOM 3
10'-5"X10'-7"
CL
CL
SECOND FLOOR
COVERED PATIO
GREAT ROOM
17'-5"X15'-0"
DINING
17'-7"X8'-3"
POWDER
FOYER
COVERED
PORCH
KITCHEN
13'-2"X12'-4"
PANTRY
LINEN
MASTER
BEDROOM
16'-8"X12'-11"
MASTER
BATH
MASTER
CLOSET
LAUNDRY
2-CAR GARAGE
20'-3"X20'-0"
FIRST FLOOR

EXHIBIT E

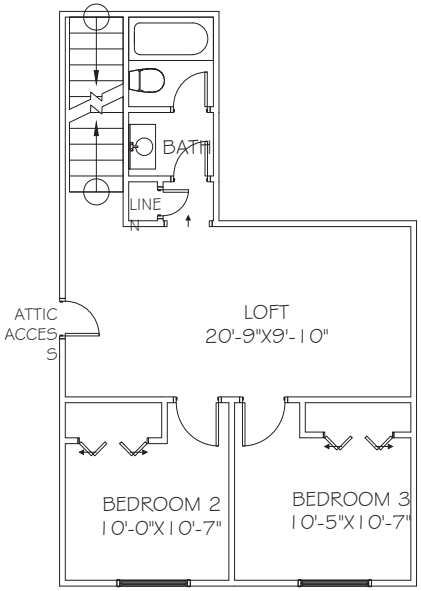
CONSTRUCTION CONSULTANTS

CAVAN MODEL

3 BEDROOMS
2.5 BATHROOMS
2 CAR GARAGE
2,390 SQ.FT.



FIRST FLOOR



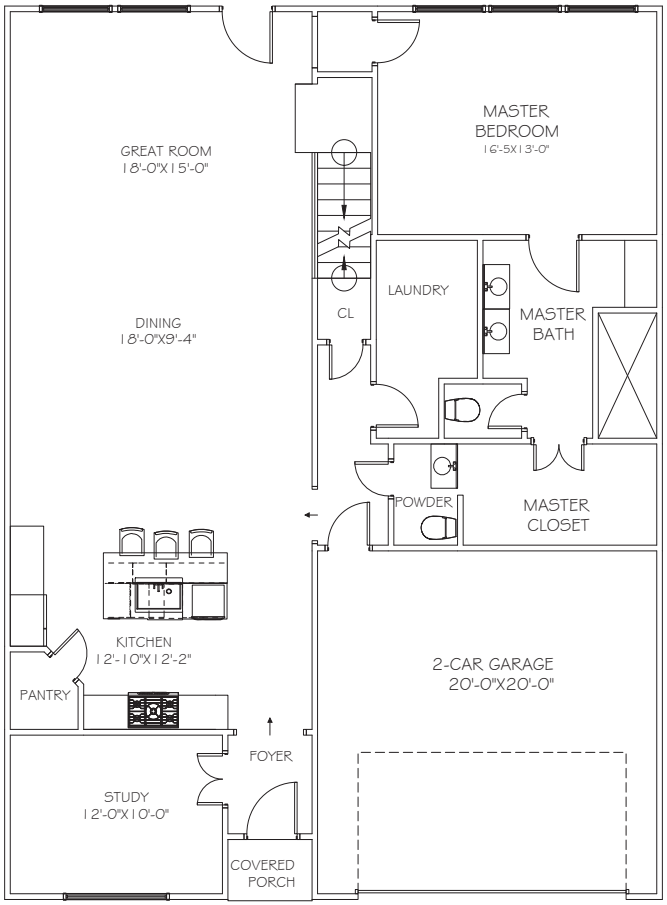
SECOND FLOOR

EXHIBIT E

CONSTRUCTION CONSULTANTS

DUNCAN MODEL

3 BEDROOMS
2.5 BATHROOMS
2 CAR GARAGE
2,497 SQ .FT.



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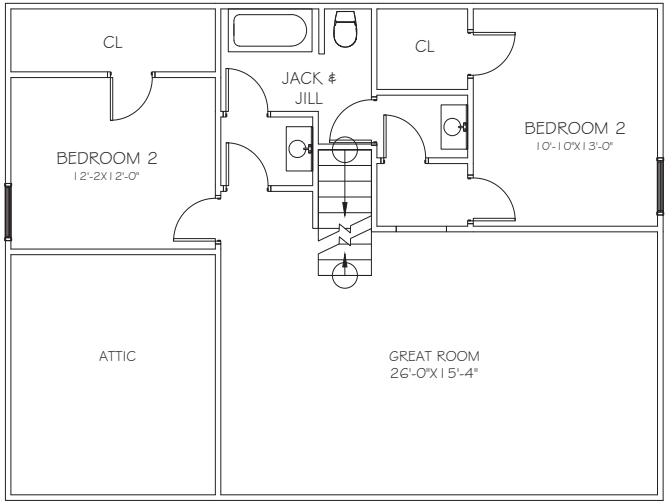


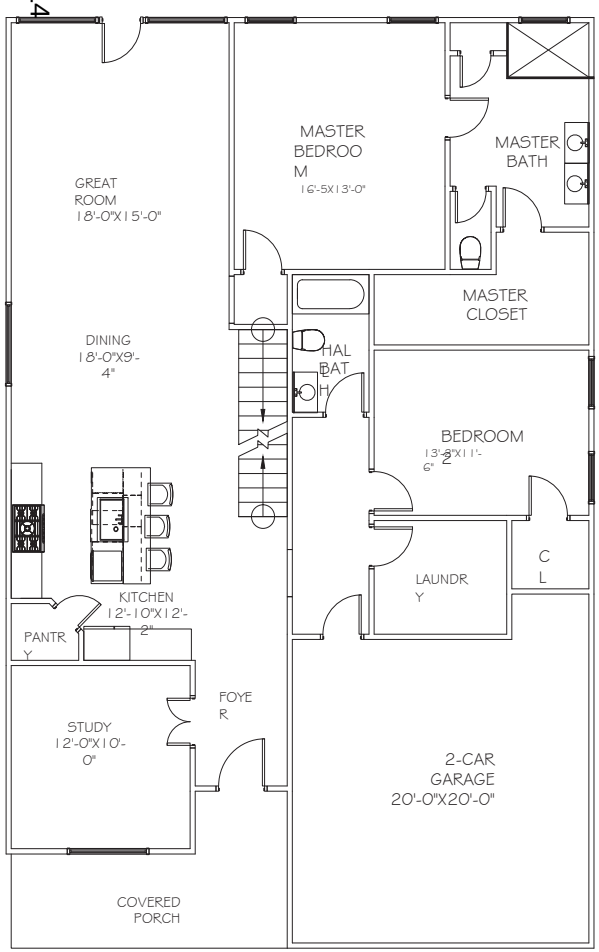
SECOND FLOOR

EXHIBIT E

CONSTRUCTION CONSULTANTS

MADDISON MODEL

4 BEDROOMS
3 BATHROOMS
2 CAR GARAGE
2,500 SQ. FT.



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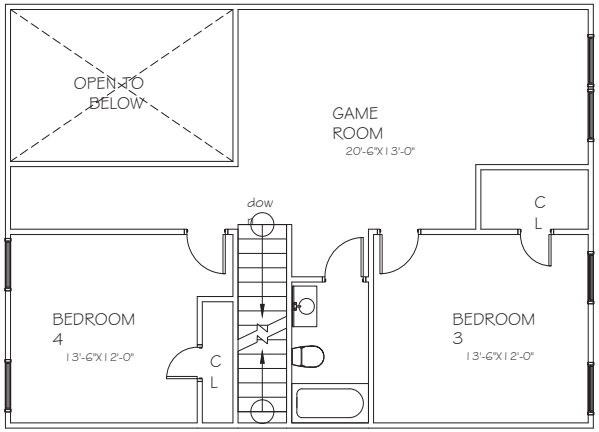


SECOND FLOOR

STAFF REPORT

MEETING: City Council - 07 Jun 2022

TITLE:
Consider a Resolution approving the allocation for an ambulance, additional funds for Small Business Grants, and outdoor fitness equipment from the American Rescue Plan Act Funding for Coronavirus State and Local Fiscal Recovery Funds in accordance with U.S. Department of Treasury guidelines.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:
Jennifer Otey, Chief Innovation Officer

BACKGROUND/HISTORY:
The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021, and provides $360 billion for state and local aid to mitigate fiscal effects stemming from the public health emergency. From that allotment, $65.1 billion was specifically dedicated to cities. The City of Duncanville is receiving $9,600,000 with the first half already received in August of 2021 and the second half to be distributed in August 2022. Under ARPA, funding must be committed by December 31, 2024 and completely spent by December 31, 2026. The U.S. Department of Treasury has issued guidelines to assist local governments in properly allocating and spending the funding. ARPA provides four main eligible use areas:

1. Respond to COVID-19 or its economic impacts
2. Provide premium pay for eligible essential workers
3. Replace revenue lost due to COVID-19
4. Invest in water, sewer, and broadband infrastructure

A presentation was made to Council on January 18, 2022, with project recommendations for a portion of the ARPA funds. Council approved the recommendations. The project status of the current allocations are as follows:

Project	Allocated	Spent or Obligated to Date	Status
Employee Premium Pay	$1,300,000	$1,231,136	Complete
Small Business Grants	$350,000	$ 0.00	Received 60 applications to date - in process of approving
Facility Generators/Ventilation Improvements	$1,695,000	$ 0.00	Received quotes on 103 E. Wheatland Building - Generators - 12 months at least turn-around time
Digital Literacy and Youth Leadership Program	$70,000	$ 0.00	Staff to revisit the programs
Other Public Safety Needs	$300,000	$108,733	Lower cost items such as the ESRI license (allows for searchable COVID hotspots for Fire and Police Dept to be better prepared when responding in certain areas); the cellular units that talk with the SCADA water equipment; adverse weather equipment for Fire department. These items have been spent or obligated.
	$3,715,000	**$1,339,869**	

POLICY EXPLANATION:
The total of the first tranche received in August 2021 was $4,800,000. The remaining available balance is $1,085,000. The second tranche should be received in August 2022. The latest from the Treasury indicated the second tranche would be received approximately twelve months after the first.

The following items have been requested for consideration for use of the remaining balance. 1) New ambulance. Due to the timing of the replacement schedule, two ambulances need to be replaced this fiscal year. The other ambulance will be replaced by the Fleet Rotation Fund. The total estimated cost is $375,650. 2) Additional funds for Small Business Grants. The current amount previously granted is $350,000. Staff would like to offer further assistance to small businesses unable to apply in the first round. Staff requests an additional $350,000. 3) Outdoor fitness equipment in the amount of $350,000. Recommended parks for the equipment at this time are Armstrong, Lions, and Redbird Park. Installed, each unit costs approximately $13,000 - $15,000. The total would support at least 23 units.

FUNDING SOURCE:

ORG and Object Number
Fund 758

Available Budget	**Purchase Amount**	**After Encumber**
1,085,000	$1,075,650	$9,350

ACTION ALTERNATIVES:

1. Approved funding in the amount of $375,650 to purchase an ambulance, $350,000 for Small Business Grant, $350,000 for outdoor fitness equipment and approve Budget Modification FY22 to appropriate $725,650 from the ARPA Budget.
2. Do not provide funding for Staff.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2022-042 - ARPA Allocation for Ambulance and Small Business Grants - Pdf

RESOLUTION NO. 2022-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE ALLOCATION FOR AN AMBULANCE, ADDITIONAL FUNDING FOR SMALL BUSINESS GRANTS, AND OUTDOOR FITNESS EQUIPMENT FROM THE AMERICAN RESCUE PLAN ACT FUNDING FOR THE CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS IN ACCORDANCE WITH U.S. DEPARTMENT OF TREASURY GUIDELINES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President establishing the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the Coronavirus Local Fiscal Recovery Funds may be used for response to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and non-profits; in response to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; for the provision of governmental services to the extent of the reduction in revenue loss due to the COVID-19 pandemic; and to make the necessary investment in water, sewer, or broadband infrastructure; and

WHEREAS, the City of Duncanville is to receive an allocation of $9,600,000, payable in two tranches, with the first tranche received in August of 2021; and

WHEREAS, City Administration has made recommendations for funding uses.

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

SECTION 1. A portion of the American Rescue Plan Act funding provided to the City of Duncanville as set forth herein to respond, mitigate, and/or address the public health emergency as a result of the Coronavirus Pandemic, shall be allocated to the following projects to wit:

1. Purchase of an Emergency Medical Intensive Unit ($375,650)
2. Small Business Recovery Grants ($350,000)
3. Outdoor fitness equipment for City parks ($350,000)

SECTION 2. That City Manager or designee may take appropriate action to provide for such projects; and, this Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of June, 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 - 07 Jun 2022

TITLE:
Consider a Resolution approving the Guaranteed Maximum Price (GMP) Amendment to the terms and conditions of the Standard Form of Agreement RFQ #19-026 with Core Construction Services of Texas, Inc., in the proposed amount of $7,591,908.00 to provide for the construction of a new Fire Station No. 1.

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., MBA, Director of Public Works (Interim)
Edena J. Atmore, CPA, CPFO, CPM, CPFIM, Managing Director of Finance

BACKGROUND/HISTORY:
In November 2018, the citizens of Duncanville approved a bond package that included Proposition C in the amount of $6 million for the design, land acquisition, and construction of a new Fire Station No. 1 and Emergency Operations Center (EOC) to replace the existing Fire Station No. 1 located at 323 West Camp Wisdom Road, as well as the EOC.

In May 2019, the City Council awarded a contract to Brown Reynolds Watford Architects, Inc. (BRW) for the architectural and engineering design of the proposed new Fire Station No. 1.

On December 3, 2019, the City Council approved a Construction Manager at Risk (CMAR) contract with CORE Construction Services of Texas, Inc. to provide professional services and act as a consultant to the City in the design development of the new fire station and to provide construction services. The CMAR contract provides for Core Construction Services, as the construction manager at risk, to deliver the construction project within a Guaranteed Maximum Price (GMP) based on the construction documents and specifications. The CMAR acts in the City's interest to manage and control the construction costs to ensure the GMP is not exceeded. Contractually, any costs exceeding the GMP that are not City initiated change orders become the financial liability of the CMAR.

The new Fire Station No. 1 will be located at properties addressed 306 and 308 W. Camp Wisdom Road in Duncanville. In December 2019, the Duncanville City Council purchased the property at 306 W. Camp Wisdom Rd. On September 22, 2021, the City obtained a Final Judgement to condemn and take ownership of the property located at 308 W. Camp Wisdom Road.

In December 2020, City Staff and BRW briefed the City Council on the proposed fire station, including the floor plan, project budget, and exterior design concepts. Opportunities for obtaining public input were also proposed. During this meeting, the City Council narrowed exterior design options for the fire station to two options.

On April 29, 2021, a Town Hall Meeting was conducted to provide information on the new Fire Station No. 1, including the proposed site, floor plans, and building façade options, and to receive public comments. A public survey was also launched. On May 4, 2021, City Staff briefed the City Council on the feedback received from the survey and during the Fire Station No. 1 Town Hall. Thirty survey responses were received, with the majority favoring Option 2. During the May 18, 2021, City Council Meeting, the City Council selected Option 2 as its final choice for the exterior design of the new fire station.

From May 2021 until March 2022, BRW worked with City Staff and CORE Construction to complete the final interior and exterior architectural design of the new Fire Station No. 1 (Attachment 2). In March 2022, the 100% plans and specifications were provided to CORE Construction Services, Inc., for solicitation of Competitive Sealed Bids.

From March 13, 2022, through April 3, 2022, CORE Construction Services, Inc. requested Competitive Sealed Bids from subcontractors and suppliers to construct the new Duncanville Fire Station No. 1. Focus Daily News ran advertisements on 3/13/22 and 3/20/22. The project was also advertised through Building Connected. It was sent to approximately 11,131 trade partners. A notification was also sent to the following local area plan rooms for solicitation: The Blue Book, Builder's Exchange, Construct Connect, and Construction Journal.

A Duncanville Trade Partner Outreach Event was conducted at the Duncanville Senior Center on March 22, 2022, with approximately 15 participants. All interested subcontractors and suppliers, including Local, Historically Underutilized Businesses (HUB), Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), and Small Business Enterprises (SBE) firms were encouraged to participate. A virtual Pre-Bid was held on Tuesday, March 24. Approximately ten vendors participated in the Pre-Bid Conference.

The deadline for submitting proposals to CORE Construction Services was at 2 p.m. on April 7, 2022, Approximately 159 vendors submitted bids in response to the solicitation. CORE Construction Services reviewed all bids and developed a GMP of $7,591,908.00 based on their evaluation and selection of the lowest and best bids for each bid item. Based on the vendors selected for the project, approximately 50% of the work cost is anticipated to be awarded to firms located in Dallas County. Nineteen of the anticipated trade partners have businesses located in Dallas County. Approximately 40% of cost-of-work is expected to be awarded to MWBE firms. Nineteen of the anticipated trade partners are MWBE certified. See attached Local bidders list (Attachment 4). Local and MWBE participation is highlighted in green.

The GMP of $7,591,908.00 can be summarized as follows:

- Demolition/Off-Site Infrastructure: $54,914
- Site Work (Rough): $509,635

- Site Work (Finish): $642,437
- Structure: $1,530,901
- Enclosure: $415,125
- Interior Finishes: $1,001,532
- Specialties: $238,466
- Equipment: $82,597
- Mechanical, Electrical and Plumbing (MEP) Systems: $1,606,680
- Special Systems: $43,280
- Contingencies & Allowances: $379,595
- General Requirements: $681,743
- Insurance, Bonds, and Builders Risk: $139,229
- Contractor's Fee (as CMAR): $265,776 (4% of the cost of construction)

As noted above, the GMP includes the construction cost and the Construction Manager at Risk fee, 4% of the construction and bonds, and insurance cost.

This GMP to construct the fire station is approximately $2 million higher than the previous GMP estimate provided to the City Council on May 18, 2021. The difference in the estimate and actual GMP may be attributed to the escalating increase in the cost of goods and services, namely steel and fuel, the nation has experienced since the onset of the pandemic and the recent turmoil in Europe.

Upon approval by the City Council of the GMP, CORE Construction has indicated procurement actions will commence on June 28, 2022; the anticipated construction start date is September 7, 2022, with a substantial completion date of September 19, 2023.

Additionally, it is estimated that approximately $480,000 will be required in the future for furniture, fixtures, and equipment expenditures for the new Fire Station #1. These costs are not included in the GMP. The funding sources will be identified at a future date.

POLICY EXPLANATION:
By approving this Resolution, City Council authorizes the Guaranteed Maximum Price (GMP) amendment to the contract in the amount of $7,591,908 with Core Construction Services of Texas, Inc., as CMAR for the New Fire Station No. 1 to provide for the construction of the new Fire Station No. 1.

DESCRIPTION	BUDGET	ESTIMATE/ACTUAL	SOURCE OF FUNDS
Design	$500,000	$750,000	BONDS
CMAR Pre-Construction	$20,000	$20,000	BONDS
Construction + CMAR Fee (4% of Construction Cost)	$4,480,000	$7,591,908	BONDS
Land Acquisition	$1,000,000	$1,000,000	BONDS
Total	**$6,000,000**	**$9,361,908**	
Deficit (Bond)		-$3,361,908	TBD
Furniture, Fixtures, and Equipment (FFE) - includes Emer. Generator	$480,000	$480,000	TBD

BRW's design services cost is greater than the amount initially budgeted due to supplemental agreements for geotech, survey services, and proposed additional fees per the contract due to the GMP exceeding $4.5 million.

As identified above, to fully fund the construction of the new Fire Station No. 1, $3,361,908.00 in additional funding, over and above the $6 million in bond funding, must be allocated for the new fire station. Staff is working with Hilltop Securities to identify the funding source. It is anticipated the funding source could consist of a combination of fund balance and short-term financing instruments such as certificates of obligation or tax anticipation notes (TAN), etc.

FUNDING SOURCE:

ORG and Object Number
26030000-708102-PWBD00005

Available Budget	**Purchase Amount**	**After Encumber**
$6,000,000.00	$9,361,908.00	-$3,361,908.00

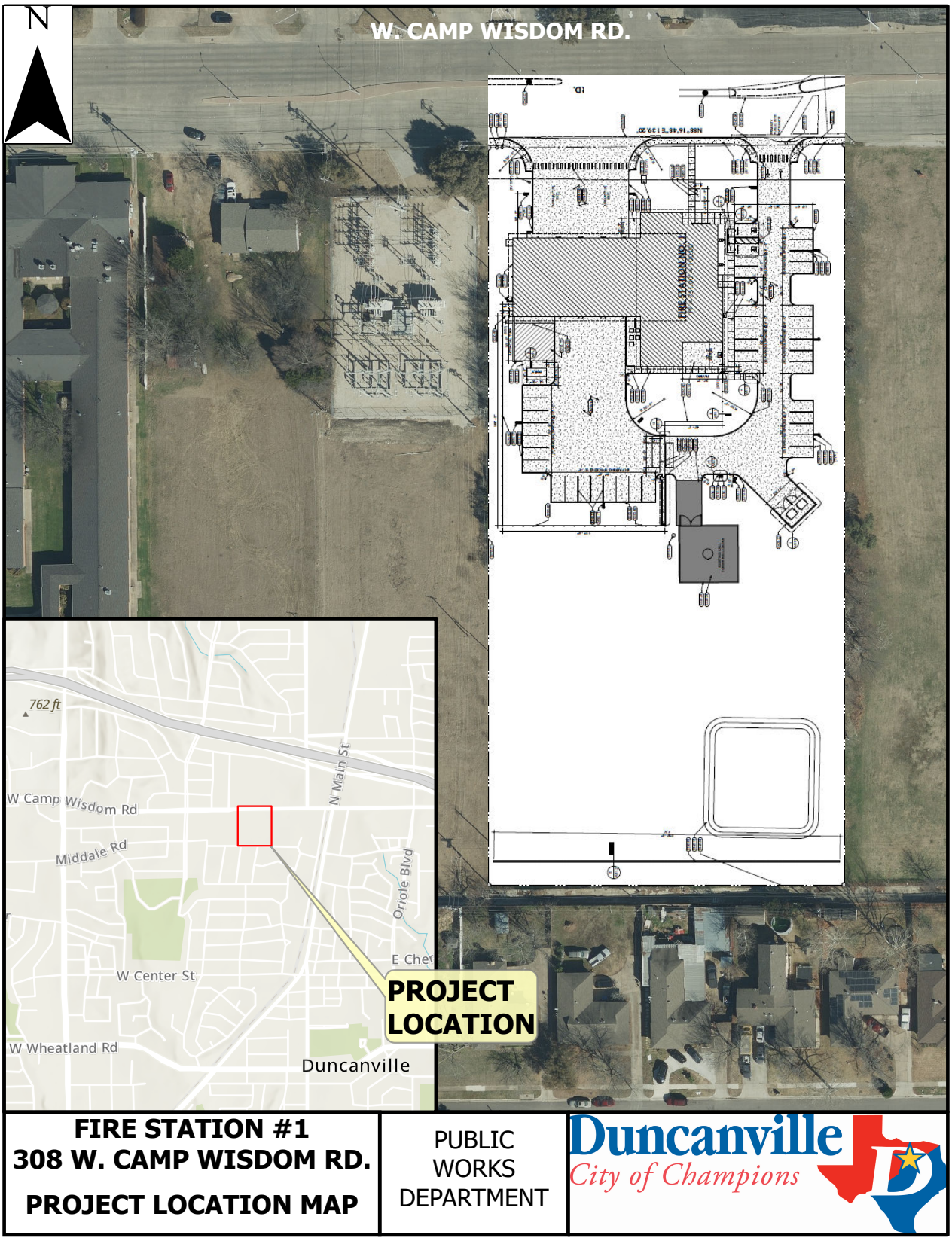
ACTION ALTERNATIVES:

1. Approve funding in the amount of $7,591,908.00 as the GMP to replace the existing Fire Station No. 1 and the Emergency Operations Center with a new Fire Station No. 1 and approve an amendment to the budget to appropriate $3,361,908.00 for the project, from $6,000,000.00 to $9,361,908.00.
2. Approve the use of fund balance or short-term debt to alleviate the deficit.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - Fire Station #1 Project Location Map
Attachment 2 - Fire Station #1 Building Floor Plan & Facade
Attachment 3 - Standard Form of Agreement RFQ #19-026
Attachment 4 - Fire Station #1 Local Bidders List
Attachment 5 - Resolution No. - 2019-117R - Fire Station GMP Construction Contract with Exhibit

Attachment 1

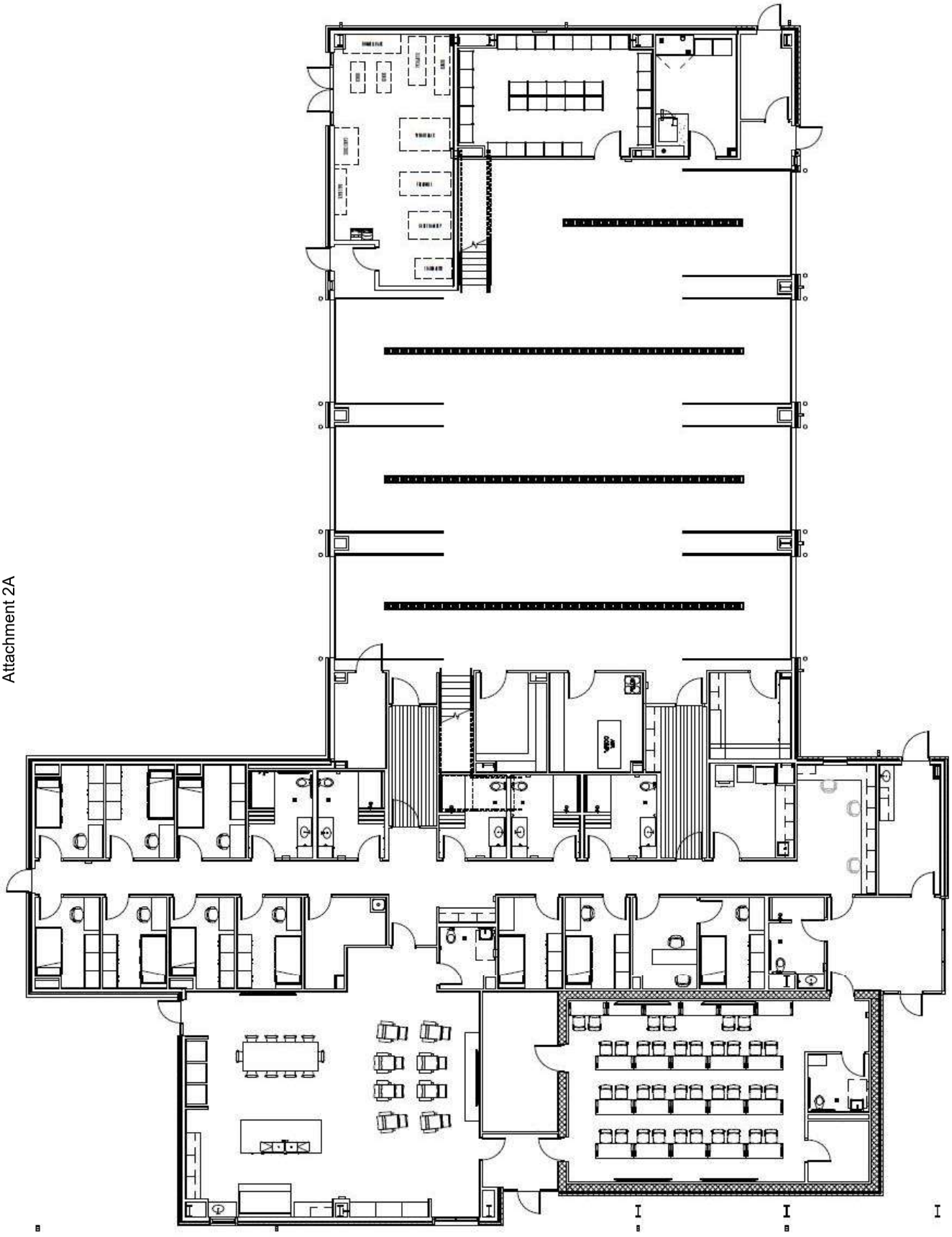


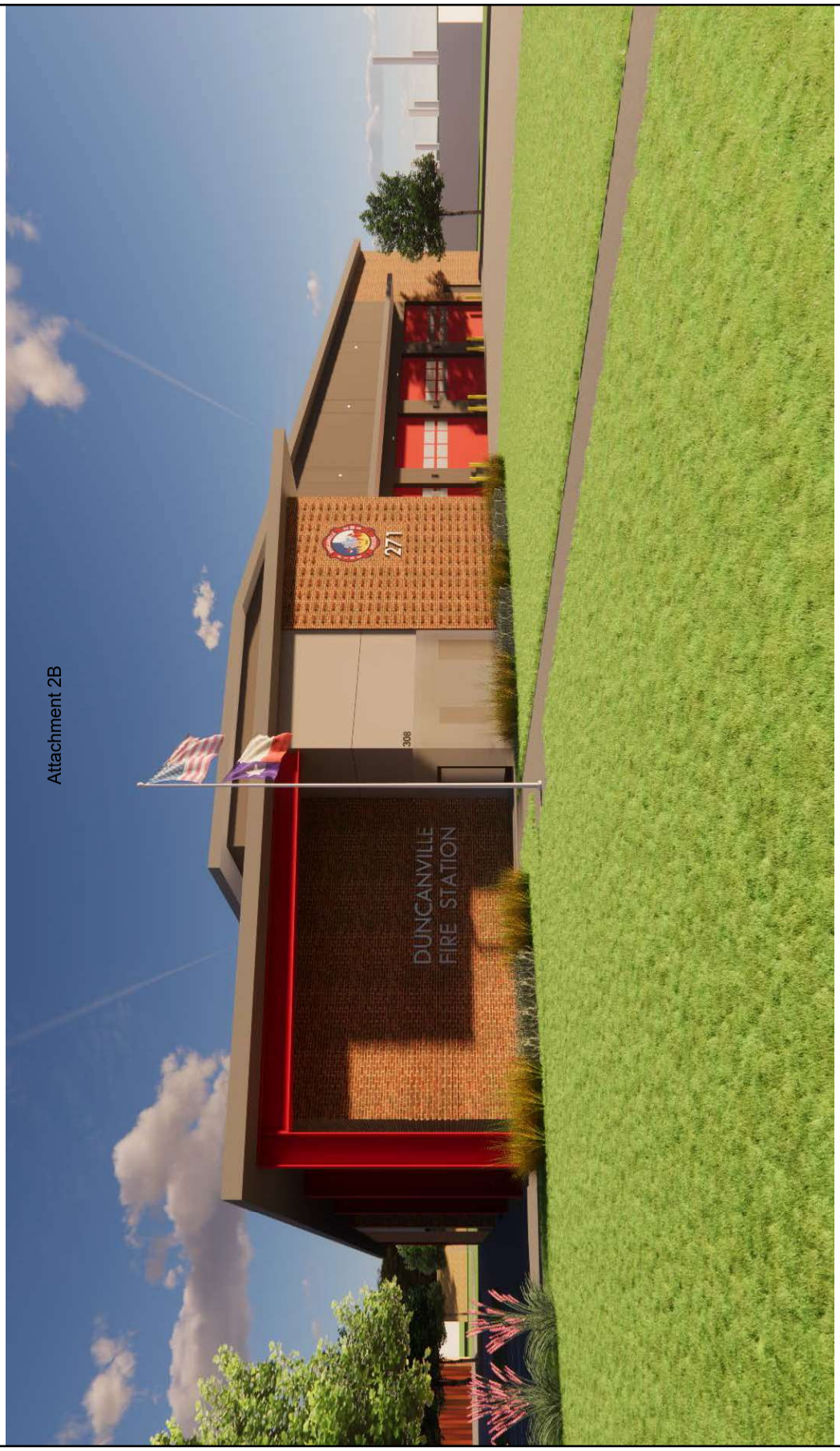
FIRE STATION #1
308 W. CAMP WISDOM RD.
PROJECT LOCATION MAP

PUBLIC WORKS DEPARTMENT

Duncanville
City of Champions

Attachment 2A




Attachment 2B
DUNCANVILLE
FIRE STATION
271
308

Attachment 3

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
City of Duncanville
203 E. Wheatland Rd
Duncanville, Texas 75116

and the Construction Manager:

CORE Construction Services of Texas, Inc.
10625 North County Rd.
Frisco, Texas 75033

for the following Project:

Duncanville Fire Station #1

The Architect:
(Name, legal status and address)

The Owner's Designated Representative:
(Name, address and other information)

Bryan G. Ramey II, P.E., Director of Public Works
203 E. Wheatland Rd
Duncanville, Texas 75116

The Construction Manager's Designated Representative:
(Name, address and other information)

Gary Frazier, President
10625 North County Rd.
Frisco, Texas 75033

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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Init.
/

Gary Frazier, President
10625 North County Rd.
Frisco, Texas 75033

The Architect's Designated Representative:
(Name, address and other information)

WHEREAS City of Duncanville (hereinafter referred to as "Owner") and TBD (hereinafter referred to as "Construction Manager") desire to enter into a contract under which Construction Manager will perform construction services relating to the above-referenced Project on behalf of Owner;

WHEREAS Owner and Construction Manager have agreed to enter into AIA Document A133-2009 Agreement ("Contract") as the basic form for that contract; and

WHEREAS certain terms and conditions of the contract must be modified to comply with applicable laws and policies affecting Owner and Construction Manager on this Project, Owner and Construction Manager hereby agree to the following amendments to the Contract:

The Owner and Construction Manager agree as follows.

Init.
/

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User Notes: (3B9ADA4F)

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3 OWNER'S RESPONSIBILITIES

4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6 COST OF THE WORK FOR CONSTRUCTION PHASE

7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

8 INSURANCE AND BONDS

9 DISPUTE RESOLUTION

10 TERMINATION OR SUSPENSION

11 MISCELLANEOUS PROVISIONS

12 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement as amended, Conditions of the Contract (General, supplementary and other Conditions as amended), Drawings, Specifications, Addenda issued prior to the execution of this agreement, all sections of the Project Manual issued prior to the Construction Manager's Guaranteed Maximum Price Proposal, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, the proposal signed by the Construction Manager, the request for proposals, and Contractor's proof of payment, and performance bonds and proof of insurance, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. Any reference to AIA Document A201-2007 in this Agreement shall be construed as the CMA Document A201-2007, as amended.

1.1.1 Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's City Council. In the event of conflict, terms and conditions contained in the Agreement, as amended, shall take precedence over terms and conditions contained in the General Conditions, as amended, and the terms and conditions in the General Conditions, as amended, shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

1.1.2 The City Council, by majority vote, is the only representative of the Owner, a municipality, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute a Change

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Order or Construction Change Directive modifying the Guaranteed Maximum Price to agree to an extension to the date of Substantial or Final Completion, or to terminate a contract. The Owner designates the following as the individuals authorized to sign documents on behalf of the City Council: Kevin Hugman, City Manager of the City of Duncanville. Notwithstanding anything stated to the contrary in this Section 1.1.2. The Owner hereby authorizes Kevin Hugman to execute Change Orders on behalf of the City and the City Council, without the necessity of a majority vote, for work whose value is up to and including $25,000.00.

1.1.3 The City Council designates the authorized representatives identified on the front page to act on its behalf as provided in paragraph 3.2 of this Agreement.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to perform the Work Defined in the Contract Documents, in accordance with the Owner's requirements and construction cost limitations, as approved by the Owner's City Council as set forth in the Contract Documents; to furnish efficient construction administration, management services and supervision; to finish construction services, if allowed in accordance with law; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Owner and Construction Manager shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager, Construction Manager's subcontractors, and other persons or entities employed by the Owner for the Project.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other; and Construction Manager shall participate in the process for selecting the Owner's Architect.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction which shall satisfy Owner's time requirements; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

2.1.2.1 During the Preconstruction Phase, the Construction Manager shall review the Contract Documents to attempt to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

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2.1.2.2 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts should have been discovered during the Construction Documents Phase by the Construction Manager through the exercise of reasonable diligence, and the Owner and Architect were not informed of found defects or mistakes on such conflicts as required by subparagraph 2.1.2.1. This provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price. However, the duty to design without such conflicts remains with the Architect. In order to avoid delays and costs due to conflicts between plumbing, electrical and mechanical systems with each other, or with structural or architectural components, Architect will be instructed by Owner to carefully review all drawings and correct any conflicts prior to releasing them to the Construction Manager.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; dates of Substantial Completion and Final Completion; and the occupancy requirements of the Owner.

If updated Project schedules indicate that previously-approved schedules may not be met, then the Construction Manager shall make appropriate recommendations to the Owner and Architect and, upon written approval of both, shall implement necessary corrective action.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications so as to facilitate the proposal of a Guaranteed Maximum Price when all elements of the Drawings and Specifications are at least one hundred percent complete, unless mutually agreed otherwise by the Architect, Owner and the Construction Manager.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action and/or reductions, including but not limited to, substitution of materials or revisions or alterations to the Design Development Documents or the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's City Council's consent. In the event that the quality or scope identified in the estimates are unacceptable or exceed the Owner's identified budget, the Construction

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Manager shall work with the Architect to attempt to develop options that are reasonably acceptable to Owner and are within the Owner's budget.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project. To the extent not inconsistent with the Construction Manager's requirements under Texas Government Code Chapter 2267, Subchapter F, the Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner knows of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject for good cause any proposed subcontractor or supplier.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives and potential cost savings shall be subject to the review and approval of the Architect, Owner and the Owner's professional consultants. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 When all elements of the Construction Documents are at least 100 per cent complete, as mutually agreed upon by the Owner, the Construction Manager, and the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously-approved estimates or the Owner's budget, then the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's City Council's consent. In. the event that the quality or scope identified in the proposal is unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project. The Owner's budget is

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stated in §11.5.9 of the Agreement.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, general conditions, and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;

.5 The date of Final Completion upon which the proposed Guaranteed Maximum Price is based, which date shall be not more than 30 days after the date of Substantial Completion; and

6. The Guaranteed Maximum Price proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a maximum price basis.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

The Guaranteed Maximum Price will contain a separately-identified contingency amount (the "Construction Contingency"). The Construction Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use as may be required for costs incurred in the Work from unforeseeable causes, or details which should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price. Such unforeseeable causes or unanticipated details include, but are not limited to, refinement of details of design within the scope of standards, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials, and additional costs relating to Subcontractor defaults not reimbursed by the Subcontractor's bonding company. The Construction Manager, with Owner's representative's written approval, may utilize the Construction Contingency for any of the above items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Scope of the Work, and without resulting in any change in the Guaranteed Maximum Price. Any unforeseeable causes or unanticipated details which exceed the Construction Contingency shall be borne by the Construction Manager at the Construction Manager's sole risk. All savings will accrue and be available for use, only as detailed above, by the Construction Manager until the Construction Manager's final accounting. In the final accounting, all supporting documentation for all uses of the Construction Contingency shall be provided to Owner. Upon final accounting, all remaining monies in the Construction Contingency shall accrue to the Owner. The Guaranteed Maximum Price shall also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner for the Owner's exclusive use. Monies from Owner's Contingency may be spent in the discretion of Owner's Representative and without additional City Council approval, but with subsequent notice to Owner's City Council. Any unused Owner's contingency shall accrue to the Owner. If Construction Manager fails to include a specific line item for Owner's contingency in the Guaranteed Maximum Price, then the identified contingency amount shall be split in half: 50% shall be the Construction Contingency and 50% shall be Owner's Contingency.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information

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presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

As soon as feasible after Architect's preliminary approval of the Construction Manager's proposed Guaranteed Maximum Price, the Architect will prepare the Amendment forms and return them to the Construction Manager for review, signature, and return to the Owner.

§ 2.2.6
The Owner's City Council shall be allowed not less than 30 (30) days after receipt of the Construction Manager's signed Guaranteed Maximum Price Amendment to review and take action on the Amendment. Unless the Owners City Council accepts the Guaranteed Maximum Price Amendment by City Council action within thirty (30) days after City's receipt, the Amendment will not become effective. Following acceptance of a Guaranteed Maximum Price Amendment, and the Owner shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect and Construction Manager. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price any taxes from which Owner is exempt.
§ 2.2.10 The Construction Manager shall diligently prosecute and achieve Substantial and Final Completion of the Entire Work as provided in the Amendment.

§ 2.3 Construction Phase
§ 2.3.1 General
§ 2.3.1.1 The date of commencement of the Work shall mean the date of commencement of the Construction Phase as provided in Section 8.1.2 of A201-2007.

(Paragraph deleted)
§ 2.3.2 Administration
§ 2.3.2.1
Pursuant to Texas Government Code Chapter 2267, Subchapter F". In the first sentence, after "The Construction Manager shall", replace "obtain bids" with "publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals"; and delete "and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect." and replace it with "for the performance of all major elements of the Work." In the new second sentence replace "bids" with "proposals. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.
The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Work offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost

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of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work.

§ 2.3.2.2
Pursuant to Texas Government Code Chapter 2267, Subchapter F, if during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from a subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.

§ 2.3.2.2.1 The Construction Manager shall include the following specific notices in the information to proposers:

.1 The successful proposer's responsibility to provide workers' compensation insurance in accordance with Texas Labor Code Chapter 406;

.2 The successful proposer's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258;

.3 A notice of the sales tax exemption for the Work and the procedure for obtaining any required exemption verification or certificate; and

.4 The notice regarding trench and shoring safety required by Texas Health and Safety Code Section 756.02."

§ 2.3.2.2.2 Nothing herein shall preclude the Construction Manager from including other notices required or allowed by law.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct weekly or otherwise regularly-scheduled meetings at which Owner, Architect, Construction Manager, and appropriate Subcontractors to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect. The Construction Manager shall provide periodic presentations updating the progress, quality and status of the Work to Owner's City Council, at Owner's request, at no additional cost to Owner.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment by Owner and Construction Manager, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007, including the Owner's occupancy requirements, if provided to Construction Manager in writing prior to the GMP Proposal.

§ 2.3.2.7
The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect at any time, including at the meetings referenced in paragraph 2.3.2.5, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8
The Construction Manager shall develop a system of cost control for the Work, including regular

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monitoring of actual costs for activities in progress including changes to the Work approved by Owner, and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

2.3.3 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Construction Manager shall Bally comply, and shall require any applicable subcontractor to comply, with:

.1 The Occupational Safety and Health Administration standards for trench safety in effect for the Construction of the Work.

.2 The special shoring requirements, if any, of the Owner.

.3 Any geotechnical information obtained by Owner for use by the Construction Manager in the design of the trench safety system. § 2.3.4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench
excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Guaranteed Maximum Price.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs including the Owner's Contingency as provided in Section 2.2.4. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.3 If requested by the Construction Manager, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys as provided in Section 2.2.3 of AIA A201-2007.

§ 3.1.4.3 Unless provided by the Architect by agreement with the Owner, the Owner, when such services are reasonably required by the scope of the Work and are requested by the Architect or Construction Manager and approved by the Owner, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative
Owner's City Council shall designate one or more authorized representatives to act on its behalf in the day-to-day administration of the Project, to issue stop work orders, and to authorize expenditures within Owner's contingency. The City Council designates as its authorized representatives, the following individuals: Mike Land.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services that the Owner may determine to be reasonably necessary at any time for the Project to meet the Owner's needs and interests. Construction Manager shall furnish all legal, insurance and accounting services that Construction Manager may determine to be necessary to meet Construction Manager's needs and interests.

§ 3.3 Architect
The Construction Manager's services shall be provided in conjunction with the services of an Architect The terms of the agreement between the Owner and the Architect shall be available for inspection by the Construction Manager upon request.

§ 3.4 INSPECTION AND TESTING
Pursuant to Texas Government Code §2267.058, the Owner shall provide or contract for, independently of the Construction Manager, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the Work by Owner.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
§ 4.1 Compensation
§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Twenty Thousand Dollars ($20,000.00)

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

(Paragraph deleted)
§ 4.2 Payments
§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable
(Paragraphs deleted)
within thirty (30) days of receipt of the Construction Manager's invoice and application for payment for the Architect. Amounts unpaid more than twenty (2) days after the invoice receipt for the Architect shall bear interest in accordance with Texas Government Code Section 2251.025.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee plus the general conditions, the total of which shall not exceed the Guaranteed Maximum Price..

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§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

4% of Cost of the Work

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's fee percentage shall remain he same for changes in the Work. The Construction Manager's fee can only change by agreement of Owner's City Council

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See AIA Document A201, Section 7.1.4

§ 5.1.4 GENERAL CONDITIONS
To be negotiated

(Paragraphs deleted)
§ 5.1.4.1 The actual Cost of the Work does not include the Construction Manager's fee or compensation for general conditions.

(Table deleted)
§ 5.2 Guaranteed Maximum Price
§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time as approved by Owner's City Council. To the extent the Contract Sum exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. Should the final audited Contract Sum be less than the Guaranteed Maximum Price, then the difference between the Contract Sum and the Guaranteed Maximum Price shall be considered as savings to the Owner, and Owner shall have no obligation to pay same to the Construction Manager. Construction Manager shall also consider as savings to the Owner all unused funds from any Contingency account. The Construction Manager shall not participate in any savings; all savings shall be credited to Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

If the actual cost of the work plus the Construction Manager's fee is less than the guaranteed maximum price, the Owner shall receive all savings.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion and Final Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work
§ 5.3.1 The Owner may, with City Council approval, if appropriate, may. without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. Either the Construction Manager or the Owner, as appropriate, may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Increases or decreases, if any, to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term

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"costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean the following costs necessarily incurred by the Construction Manager in the proper performance of the Work except those costs compensated as general conditions under Section 5.1.4 above. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7. Cost of the Work that exceeds the Guaranteed Maximum Price shall be borne by the Construction Manager.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform any portion of the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops, to the extent allowed by Texas Governmental Code Sections 2267.255 or 2267.257 as defined in Attachment A.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work to the extent not compensated under general conditions.

(Paragraphs deleted)

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. Any Subcontract Work to be performed by the Construction Manager's own forces on the basis of a bid or proposal submitted by the Construction Manager per § 2.3.2.1, as amended, shall be treated as Work performed by a Subcontractor under this Section. The Construction Manager's compensation for such Subcontract Work performed shall be based on the amount of the bid or proposal submitted by the Construction Manager for such Work, rather than "actual costs" as provided elsewhere in Article 6 of this Agreement.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and Owner-Approved storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of

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the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Costs of removal of debris from the site of the Work and its proper and legal disposal other than final clean-up.

§ 6.5.3 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior written approval.

§ 6.5.4 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

(Paragraphs deleted)

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work, but not incorporated int the Work and for which the Construction Manager is liable, and Owner is not exempt.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents and paid by the Construction Manager, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

(Paragraphs deleted)

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8, or other provision of or amendments to this Agreement. However, notwithstanding anything in Article 6 to the contrary, no reimbursable cost or expense will be paid again if it is also included and paid in any general conditions amount submitted by Construction Manager.

(Paragraph deleted)

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

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.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
.2 Expenses of the Construction Manager's principal office and offices other than the site office;
.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
.5 Costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
.8 Costs for services incurred during the Preconstruction Phase.
.9 Delay damages or claims;
.10 Storage costs, unless with prior written Owner approval, except for storage costs on site;
.11 All costs intentionally deleted from Section 6 above, including all subsections;
.12 All items included in either general conditions under Section 5.1.4 above, or the Construction Manager's Fee in Section 5.1.1 above; and
.13 Cost of the Work listed or defined in Attachment A – Proposal Step 2 / RFQ No. 0148 (dated August 24, 2017).

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails or refuses to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors, and other representatives shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete

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documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of ten (10) years after the date of Final Completion, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 7.1.3 The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA. Form G702 for approval. Continuation sheets shall be submitted on MA Form G703. If the Architect and Program Manager, if applicable, approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager, if applicable, may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Program Manager, if applicable, shall have seven (7) days from date of receipt from the Construction Manager of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager, if applicable, to the Construction Manager within fourteen (14) days. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment. Each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by the Owner and the amount of such payments to subcontractors and suppliers, and in the next payment cycle, proof of each payment to Construction Manager's subcontractors and suppliers after payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values less any unused Owner's contingency and unused Construction Manager's contingency shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Program Manager, if applicable, may require. This schedule, unless objected to by the Architect Manager, if applicable, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending

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final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors or other representatives in such documentation;.6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007;

.7 Subtract retainage of five percent (5%) of the remaining amount, including the Construction Manager's Fee, of the progress payment; and

.8 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.9 Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fruit of the Construction Manager, any additional amounts payable in accordance with Section 9,10,3 of ALA Document A201-2007, as amended.

.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages amount and fees due Construction Manager at any time.

.11 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any final payment to Construction Manager shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors. The percentage of retainage held on Subcontracts, and the same percentage of retainage withheld from Construction Manager. The Construction Manager shall execute subcontracts that contain the same terms and conditions as those contained in this Agreement.

§ 7.1.9 Except with the Owner's prior written approval or as otherwise provided in Section 9.3.2 of the AIA Document A201-2007, "after" approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In submitting Construction Manager's Applications for Payment, the Construction Manager shall be responsible for all errors and omissions. Owner shall not be responsible for Construction Manager's errors or omissions.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work except for the Construction Manager's responsibility to satisfy other requirements, if any, which Owner agrees in writing necessarily extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment that are certified by Construction Manager and reviewed and approved by the Owner's auditors or other representatives;

.3 a final Certificate for Payment has been issued by the Architect and approved by Program Manager, if applicable;

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.4 Construction Manager has provided all documents required by Section 3.5.8 of AIA Document A201-2007; and
.5 Owner's City Council has voted to accept the Work and approve Final Payment.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after City Council approval.

§ 7.2.1.1 The amount of the final payment shall be calculated as follows:

.1 Begin with the actual Cost of the Work substantiated by the Construction Manager's final accounting, which includes deductions for all discounts and unused contingencies, and construction savings achieved in the Cost of the Work, if applicable.
.2 Add the actual expended general conditions substantiated by the Construction Manager's final accounting, which includes savings to the Owner for unused general conditions.
.3 Add the Construction Manager's Fee.
.4 Subtract amounts, if any, for which Architect or Owner disputes, refuses or withholds payment, if any.
.5 If Owner is entitled to deduct liquidated damages or any other damages or amounts provided in the Contract Documents, including clean-up fees, then subtract all such liquidated damages, amounts and fees.
.6 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then subtract such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.
.7 Subtract all previous payments made by the Owner.
.8 In no event shall the total of subsections .1, .2, and .3 above exceed the Guaranteed Maximum Price; and
.9 If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner, plus, interest as allowed by law.

§ 7.2.2
The Owner's auditors or other representatives will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors or other representatives report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors or other representatives, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201 - 2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

(Paragraphs deleted)
§ 7.2.3 If the Owner's auditors or other representatives report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within the timeline established in Section 15.2 of A201-2007 after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this time period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's prior written request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the

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same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

§ 7.3 LIQUIDATED DAMAGES

§ 7.3.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to substantially complete the work within the allotted times, that such sums are liquidated direct damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Construction Manager if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorney's fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement.

§ 7.3.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum equal to $100.00 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 7.3.3 Timely Final Completion is an essential condition of this Agreement. Construction Manager agrees to achieve Final Completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. Owner and Construction Manager agree that should Construction Manager fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Construction Manager and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of $0.00 per day. Owner may deduct from the Final Payment made to Construction Manager, or, if sufficient funds are not available, then Construction Manager shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ 7.3.4 Such damages shall be in addition to, and not in lieu of, any other rights, claims or remedies Owner may have against Construction Manager. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)
Workers' Compensation and Employers Liability	Statutory limits mandated by state and federal laws
Commercial General Liability	$1,000,000 Each Occurrence $5,000,000 General Aggregate $1,000,000 Personal and Advertising Injury $2,000,000 Products-Completed Operations Aggregate
Automobile Liability	$1,000,000 Each Accident
Performance & Payment Bond	Equal to 100% of the Contract Sum

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ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim
by the Construction Manager regarding any matter between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision or recommendation by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution.

(Paragraphs deleted)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 10.1.4 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 10.1.5 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

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§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

(Paragraph deleted)

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price, if established and Contract Time may be increased as provided in Section 14.3.2 of AIA Document A201–2007.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Construction Manager shall assign this Agreement without the written consent of the Owner's City Council. If Construction Manager attempts to make such an assignment without such consent, the Construction Manager shall nevertheless remain legally responsible for all obligations under the Contract. This does not prevent Construction Manager from engaging subcontractors to perform various phases of the Project in accordance with the law, but Construction Manager shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 11.5 Other provisions:

§ 11.5.1 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by the Construction Manager of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof, A waiver of any breach by either of the parties of any covenant, condition or agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 11.5.4 Contractor shall follow, and shall require all employees, agents or subcontractors to follow all applicable ordinances of the municipality or municipalities in which the Project is located, including the tree ordinance, if applicable. If not covered by the municipal tree ordinance, Contractor shall barricade and protect all trees on the Project, which shall be included in the Cost of the Work.

§ 11.5.5 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.

§ 11.5.6 By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

§ 11.5.7 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 11.5.8 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of

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the remainder of this Agreement. Governing law and venue shall be as specified in AIA Document A201-2007 Section 13.1.

§ 11.5.9 The Owner's Budget and cost limitation for the entire Project is the sum of $5,000,000.00, which may be modified by Owner's City Council; however, no modification will reduce Construction manager's GMP, without its agreement.

§ 11.5.10 The Contractor will make a Good Faith effort to achieve at least a 25% participation by Small Business Enterprise (SBE) certified companies. To qualify as a SBE for this project, a company must be certified as a SBE by one of the following Dallas County approved entities at the time of proposal/bid submission: Dallas County Office of Small Business Enterprise, DFW Minority Supplier Development Council, North Texas Regional Certification Agency (NCTRCA), the Women's Business Council of Southwest. The Owner will provide an incentive to the Contractor equal to 1% of the value of subcontracts awarded to SBE certified companies, not to exceed $25,000.00.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Contract represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Owner and Construction Manager. If any portion of this Contract is determined to be invalid, unenforceable, or void, then that portion shall be severed, and all other portions of this Contract shall remain in full force and effect.

§ 12.2 The following documents are included in the Contract, in addition to those listed in Section 1.1:

.1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A201–2007, General Conditions of the Contract for Construction

.3

(Paragraphs deleted)

Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Kevin Hugman, City Manager	Gary Frazier, President
(Printed name and title)	*(Printed name and title)*

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Attachment 4

City of Duncanville
GMP - Local Bidders List
LOCATION: Duncanville, TX
Dallas County

Total Invites	Local Invites	Bids Rec'd	Local Bids Rec'd	Description	M/WBE	Selected Bidder (Dallas County)	Base Price	Approximate Cost Difference to Use Local Bidder
455	192	7	3	Demolition and Abatement	SBE	Southwest Demolition Services	$54,914.00	-
431	164	4	1	Earthwork		TriDal	$181,410.00	$70,878.00
395	160	3	1	Utilities	HUB M/WBE	Bear Creek Utilities	$307,645.00	-
330	28	3	2	Landscaping and Irrigation		Choate USA	$168,424.00	-
246	132	4	2	Fencing and Gates	WBE	PSI Fence	$57,005.00	$32,745.00
12	8	2	0	Retaining Walls	SBE	Superior Concrete Products	$51,753.00	No local Bidder
476	246	7	1	Concrete	HUB / MBE	RG Concrete	$742,954.00	-
323	141	12	6	Masonry	S/DBE	Pryor & Pryor	$177,000.00	-
213	18	4	0	Pre-Engineered Metal Building		Burtex	$988,085.00	No local Bidder
307	112	4	2	Damproofing / Waterproofing / Air Barrier / Sealants	HUB / MBE	Angel Waterproofing	$75,354.00	$1,146.00
313	121	4	0	Glass & Glazing	WBE	Campbell Glass	$51,455.00	No local Bidder
323	128	7	4	Exterior Wall Systems	SBE	Southwest Lath & Plaster	$102,934.00	-
444	96	5	2	Finished Carpentry and Millwork	HUB M/SBE	Eureka Millwork	$154,982.00	-
396	116	5	3	HM Frames, Doors & Hardware	SBE	Webb Builders Hardware	$123,018.00	-
58	36	3	2	Overhead Coiling Doors		Overhead Door Fort Worth	$150,306.00	$11,377.00
448	151	7	4	Metal Studs, Drywall & ACT		JCR Commercial	$398,800.00	$3,700.00
466	304	7	5	Painting	HUB M/W/D/SBE	DLB Consultants	$66,661.00	-
327	139	7	3	Tile Package		S&H Flooring	$39,909.00	-
338	120	5	1	Flooring Package / Concrete Finishing	HUB	Simply Floor It	$43,236.00	$3,676.00
220	14	1	0	Window Shades & Curtains	SBE	Capitol Blinds	$2,975.00	No local Bidder
440	149	3	1	Signage Package		Signarama	$39,578.00	-
220	14	2	2	Toilet Partitions & Accessories / Wall Protection & Corner Guards / Fire Extinguishers & Cabinets	MBE	D10	$14,440.00	-
139	7	1	0	Lockers		Gear Grid	$26,595.00	No local Bidder
136	10	3	2	Residential Appliances	SBE	Supreme	$82,597.00	-
326	12	3	2	Fire Sprinkler Systems	HUB M/W/SBE	Genesis	$54,400.00	-
419	194	4	3	Plumbing Systems	HUB M/W/S/DBE	Curtis	$372,000.00	-
452	80	5	3	HVAC Systems		DMG	$418,300.00	-
471	215	4	3	Electrical Systems	HUB W/D/SBE	GNS	$726,488.00	-
282	130	8	3	Fire Alarm Systems		Caruth	$20,492.00	-
486	308	7	6	Structured Cabling Systems		NCS	$43,280.00	-

RESOLUTION 2019-117R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT TO THE TERMS AND CONDITIONS OF THE STANDARD FORM OF AGREEMENT RFQ #19-026 WITH CORE CONSTRUCTION SERVICES OF TEXAS, INC., IN THE PROPOSED AMOUNT OF $7,591,908.00 TO PROVIDE FOR CONSTRUCTION OF THE NEW FIRE STATION NO. 1, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to ensure the public safety of its citizens, residents, and visitors; and

WHEREAS, the residents of the City of Duncanville approved a bond package including $6 million for Bond Proposition C for land acquisition, design, and construction of a new Fire Station No. 1 to replace the existing Fire Station No. 1 located at 323 West Camp Wisdom Road; and

WHEREAS, the City of Duncanville entered into an agreement on December 3, 2019, for Construction Manager at Risk (CMAR) services with CORE Construction Services of Texas, Inc., for preconstruction and construction phase services for the anticipated construction of new Fire Station No. 1; and

WHEREAS, the new Fire Station No. 1 was designed for the City under contract with Brown Reynolds Watford Architects, Inc. (BRW), and the design was completed in March 2022; and

WHEREAS, CORE Construction Services, as CMAR, solicited competitive proposals for the construction of the new Fire Station No. 1 and has reviewed the proposals and is recommending a Guaranteed Maximum Price (GMP) of $7,591,908.00 based on the proposals of the vendors it is recommending for selection; and

WHEREAS, the total funding needed for the new Fire Station No. 1, including land acquisition, design, and GMP, is $9,361,908.00, which exceeds available bond funding by $3,361,908.00; and

WHEREAS, Staff is consulting with its financial consultants to identify financing to alleviate the deficit, including fund balance savings and short-term debt instruments such as certificates of obligation, tax anticipation notes, etc.

WHEREAS, the City of Duncanville City Council desires to use the funds mentioned above to construct the new Fire Station No. 1 to benefit the citizens of Duncanville.

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

SECTION 1: The City Council hereby authorizes, approves, and accepts the Guaranteed Maximum Price (GMP) Amendment to the terms and conditions of Standard Form of Agreement RFQ #19-026 with Core Construction Services of Texas, Inc., in the proposed amount of $7,591,908.00, to provide for the construction and construction management of the new Fire Station No. 1, attached hereto and incorporated herein as Exhibit "A."

SECTION 2: The City Council authorizes the use of the remaining 2019 Proposition C Bond Funds with the deficit to be eliminated by use of _____.

SECTION 3: The City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

SECTION 4: This Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 7th day of June, 2022.

APPROVED:

_____
Barry L. Gordon, Mayor

ATTEST:

_____
Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

Exhibit A

Duncanville Fire Station #1
GMP

The City of Duncanville
Fire Station #1

May 26th, 2022

GMP

1. Basis of Estimate
2. GMP Summary
3. Enumeration of Documents
4. Schedule

GMP #1

Basis of Estimate

May 26th, 2022

VIA ELECTRONIC MAIL
Aretha R. Ferrell-Benavides
City Manager
City of Duncanville
203 E. Wheatland Rd.
Duncanville, Texas 75116

RE: GUARANTEED MAXIMUM PRICE PROPOSAL | Duncanville Fire Station #1

Dear Mr. Hugman,

On behalf of CORE Construction, I am pleased to submit our Guaranteed Maximum Price (GMP) proposal for the Duncanville Fire Station #1.

GMP Summary:

Total Guaranteed Maximum Price	**$7,591,908**

Enclosed you will find the Basis of GMP Clarifications, GMP Cost Summary and Schedule of Values, an Enumeration of Documents, and a Construction Schedule.

We look forward to a successful and enjoyable project together. Thank you for this opportunity, please do not hesitate to contact me directly with any questions or comments.

Respectfully submitted,

Steven Normand

Steven Normand
Director of Preconstruction
CORE Construction

Basis of Estimate- GMP

Duncanville Fire Station #1

The Basis of Estimate is a written explanation clarifying the scope, assumptions and exclusions used in establishing the GMP estimate dated March 11th, 2022

All costs are based on CORE's incorporation of the scope shown on the 3/10/2022 Package #2 Set of construction documents and the scope clarifications below.

ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS

Schedule

Project Construction Duration and Substantial Completion shall remain dependent upon the Site Development Approval and the following criteria:

- The following milestones are to be met. The dates listed below are the latest possible dates to meet these milestones and any delays will impact the Substantial Completion Date.
  - GMP approval to be received no later than 6/21/2022
  - NTP received by 6/27/2022
  - If NTP is received prior to the date listed above, the Substantial Completion date will not adjust to an earlier date, due to material lead times.
  - If the above criteria are unachievable Substantial Completion will need to be adjusted or acceleration costs further discussed.
- Substantial Completion: September 19th, 2023

Owner Items

- The City of Duncanville and CORE each acknowledge that national and international markets, have been and will continue to be, affected by COVID-19 and other factors, impacting the availability of materials as well as pricing. In the event labor and/or materials or pricing are affected by COVID-19 or other factors, the parties shall negotiate an equitable adjustment to the Contract Price and Schedule as needed due to negative impacts to the Project arising from market conditions. Additionally, substitutions or materials, equipment, systems, etc. may be necessary or partially necessary if specified items are not available.
- This GMP is guaranteed for 30 calendar days. After such time, CORE reserves the right to adjust the GMP based upon market conditions in effect at the time of final acceptance.
- Testing, as well as and Special Inspections, are by Owner, and are not included.
- Third-party Commissioning is by Owner and is not included. CORE will provide coordination as required.
- Platting and/or re-platting, licensing agreements, land-use permitting, and site development permits as well as any cost related thereto, is not included.
- General Condition expenses included through date of Final Completion.
- Contractor Fee shall be considered a Lump Sum and remain in the amount as stated in Exhibit 1-A.
- Building permit costs, plan expediter fees, plan check fees, impact fees and their associated permits, site development permits/fees, gas and electrical service charges, utility recovery or tap fees, and/or water meter fees shall be paid for by Owner and are not included.

Contingency and Allowances

- **Construction Contingency of 2% ($151,838 direct cost)** is included in this proposal – Construction Contingency is intended to be used at CORE's discretion to cover costs that have not been identified as a trade specific scope on the GMP setting documents and may require further clarification or coordination. These costs may include scope gap, coordination issues between trades, and missed scope during the subcontractor bidding process. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect. Funds accrued through the Buyout Process shall be allocated to this line item until Substantial Completion is achieved, or it is otherwise contractually allowable to transfer funds to the Owner Contingency line item.
- **Owner/Design Contingency of 2% ($151,838 direct cost)** – is included in this proposal – Owner/Design contingency is intended to be used at the owner's discretion to cover unforeseen conditions, design revisions, or additional scope requests made by the Owner and/or Design Team.
- **Escalation Allowance** – Escalation Allowance is included in this proposal – **$75,919 (direct cost)**

    a. This allowance shall account for an increase in price of materials equipment or products between the date of this proposal and the time when the job is ready for the installation of the affected material. The allowance shall be used to reflect the additional cost to obtain the materials, pending approval by the Owner and provided that the Contractor gives the Owner written notice and documentation of the increased costs.

General Assumptions

1. Price is based on documents issued by BRW as enumerated in the List of Documents.
2. We assume normal working hours. However, to maintain the schedule we may perform work outside of normal working hours. We will advise Owner when we plan to work outside of normal work hours.
3. Retainage for the Demolition scope will be released 90 days after completion of the building demolition.
4. The following agreed to hourly rates will be used to determine and define "Actual Costs". The Actual Costs for each of the agreed to rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes, and insurances:

	Standard Rate	Overtime Rate
Project Management:		
Project Director	135	-
Sr. Project Manager	125	-
Project Manager	118	-
Scheduler	105	
Asst. Project Manager	90	-
Construction Coordinator	85	-
Project Accountant	80	-
Contracts Administrator	75	-
Information Systems Technician	70	-
Intern	31	46.50
Field Operations:		
Director of Field Operations	145	-
Sr. Superintendent	125	-

Superintendent	105	-
Safety Director	100	
Asst. Superintendent	90	-
Quality Control Manager	85	
Carpenters	65	90
Water Truck Driver	65	90
Painters	65	90
Laborers	55	82

Specific Exclusions to GMP

Other Scope Specific Assumptions and Clarifications:

DIVISION 8 | Site Utilities

A. Included:
   a. Saw cutting and removal of pavement at public Right-of-Way.
B. Excluded:
   a. ROW paving replacement. This will be completed by the City of Duncanville per the note on C2.01.

DIVISION 16 | Flooring

A. Excluded:
   a. Fitness room flooring is provided and installed by Owner.

DIVISION 17 | Athletic Equipment

A. Excluded:
   A. Workout equipment in Fitness room will be provided and installed by the Owner.

DIVISION 21 | Flagpole

A. Included:
   a) $3,800 flagpole allowance. No Specs provided.

DIVISION 59 | Metal Studs, Drywall, & Ceilings

A. Included:
   a. Non-Rated FRP @ apparatus bay. No details provided.

DIVISION 80 | Residential Appliances

A. Included:
   a. Dishwasher, Gas Range, Washer Dryer, turnout gear drying cabinet

B. Excluded:
   a. Washing Machine, Clothes Dryer, Ice Machine, washer extractor, refrigerator, freezer (Provided by Owner, contractor installed)

DIVISION 102 | Electrical

A. Included:
   a. $15,000 for Lightning protection, none shown.

DIVISION 108 | AV

A. Excluded:
   a) All AV equipment and install is assumed by owner.
   b) TV's and monitors are assumed by owner.
   c) Intercom is assumed by owner.

DIVISION 110 | Security/Access Control

A. Excluded:
   a) All cameras/security system/access control is assumed by owner.

GMP #1

GMP Summary

Duncanville Fire Station #1

GMP

LOCATION: Duncanville, TX
ARCHITECT: BRW
DURATION(mnths): 13
WARRANTY(yrs): 1
SITE ACREAGE: 4.0
SQUARE FOOTAGE: 15,494

#	Description		Base Price	$/SF (direct cost)	% (of direct cost total)	5/2 GMP	Variance	%
	DEMOLITION/ OFF-SITE INFRASTRUCTURE		$54,914	$0.00	0.84%	$54,914	$0	
1	Abatement & Demo		$54,914	$3.54	0.84%	$54,914	$0	
2	Public Roadway (NIC)	by City of Duncanville	$0	$0.00		$0	$0	
	SITE WORK (ROUGH)		$509,635	$32.89	7.83%	$490,135	$19,500	3.8%
6	Surveying/Staking		Inc. #81			Inc. #81		
7	Earthwork & Paving (Includes Site Demo)		$193,410	$12.48	2.97%	$181,410	$12,000	6.2%
8	Site Utilities		$315,145	$20.34	4.84%	$307,645	$7,500	2.4%
11	Soil Treatment		$1,080	$0.07	0.02%	$1,080	$0	
	SITE WORK (FINISH)		$642,437	$41.46	9.88%	$632,325	$10,112	1.6%
14	Site Signage & Striping		$2,108	$0.14	0.03%	$2,108	($1)	0.0%
15	Landscaping & Irrigation		$168,424	$10.87	2.59%	$168,424	$0	
17	Precast Site Fence		$51,753	$3.34	0.80%	$51,753	$0	
18	Fencing & Gates		$57,005	$3.68	0.88%	$57,005	$0	
19	Site Concrete		$340,112	$21.95	5.23%	$330,000	$10,112	3.0%
20	Site Masonry		in Masonry					
21	Flagpole	Allowance	$3,800	$0.25	0.06%	$3,800	$0	
24	Site Furnishings		$0	$0.00		$0	$0	
25	General Requirements		$19,235	$1.24	0.30%	$19,235	$0	
26	Site Electrical		in Electrical					
	STRUCTURE		$1,530,901	$98.81	23.53%	$1,408,786	$122,115	8.0%
27	Building Concrete		$412,954	$26.65	6.35%	$412,954	$0	
28	Structural Masonry		in Masonry					
30	PEMB & Steel Package		$1,110,200	$71.65	17.07%	$988,085	$122,115	11.0%
32	Rough Carpentry		$7,747	$0.50	0.12%	$7,747	$0	
	ENCLOSURE		$415,125	$26.79	6.38%	$412,375	$2,750	0.7%
37	Damproofing / Waterproofing / Air Barrier		$75,354	$4.86	1.16%	$75,354	($0)	0.0%
40	Glass & Glazing		$51,455	$3.32	0.79%	$51,455	$0	
42	Masonry		$179,750	$11.60	2.76%	$177,000	$2,750	1.5%
43	Exterior Wall Systems (Stucco / EIFS)		$102,934	$6.64	1.58%	$102,934	$0	
44	Fire Stopping & Joint Sealants		$5,632	$0.36	0.09%	$5,632	$0	
	INTERIOR FINISHES		$1,001,532	$64.64	15.40%	$976,912	$24,620	2.5%
55	Finished Carpentry & Millwork		$159,802	$10.31	2.46%	$154,982	$4,820	3.0%
56	HM Frames, Doors, & Hardware		$123,018	$7.94	1.89%	$123,018	$0	
57	Overhead Coiling Doors		$150,306	$9.70	2.31%	$150,306	$0	
59	Metal Studs, Drywall, & Ceilings Package		$418,600	$27.02	6.43%	$398,800	$19,800	4.7%
61	Painting		$66,661	$4.30	1.02%	$66,661	($0)	0.0%
62	Acoustical Ceilings & Wall Panels		in Drywall					
64	Tile Package		$39,909	$2.58	0.61%	$39,909	($0)	0.0%
65	Flooring Package		$35,986	$2.32	0.55%	$35,986	$0	
66	Concrete Finishing		$7,250	$0.47	0.11%	$7,250	$0	
	SPECIALTIES		$238,466	$15.39	3.67%	$189,716	$48,750	20.4%
72	Window Shades & Curtains		$2,975	$0.19	0.05%	$2,975	$0	
73	Signage Package		$39,578	$2.55	0.61%	$39,578	($1)	0.0%
75	Toilet Partitions & Accessories		$9,340	$0.60	0.14%	$9,340	$0	
77	Wall Protection & Corner Guards		$1,350	$0.09	0.02%	$1,350	$0	
78	Fire Extinguishers & Cabinets		$3,750	$0.24	0.06%	$3,750	$0	
79	Lockers		$34,095	$2.20	0.52%	$34,095	$0	
81	General Requirements		$147,378	$9.51	2.27%	$98,628	$48,750	33.1%
	EQUIPMENT		$82,597	$5.33	1.27%	$82,597	$0	
86	Residential Appliances		$82,597	$5.33	1.27%	$82,597	$0	
88	Laundry Equipment	By Owner	$0					
	MEP SYSTEMS		$1,606,680	$103.70	24.70%	$1,606,680	$0	
97	Fire Sprinkler Systems		$54,400	$3.51	0.84%	$54,400	$0	
98	Plumbing Systems		$372,000	$24.01	5.72%	$372,000	$0	
99	HVAC Systems		$418,300	$27.00	6.43%	$418,300	$0	
101	Test & Balance		in HVAC					
102	Electrical Systems		$741,488	$47.86	11.40%	$741,488	$0	
103	Fire Alarm Systems		$20,492	$1.32	0.32%	$20,492	$0	
104	Generator (Install only)		in Electrical					
105	Vehicle Exhaust Removal - NIC							
	SPECIAL SYSTEMS		$43,280	$2.79	0.67%	$43,280	$0	
109	Structured Cabling Systems		$43,280	$2.79	0.67%	$43,280	$0	
110	Security/Access Control Systems	By Owner	$0			$0	$0	
111	Audio Visual Systems	By Owner	$0	$0.00		$0	$0	
	CONTINGENCIES & ALLOWANCES		$379,595	$24.50	5.84%	$360,752	$18,843	5.0%
2.0%	CMAR - Construction Phase Contingency		$151,838	$9.80	2.33%	$144,301	$7,537	5.0%
1.0%	Escalation Allowance		$75,919	$4.90	1.17%	$72,150	$3,769	5.0%
2.0%	Owner - Construction Phase Contingency		$151,838	$9.80	2.33%	$144,301	$7,537	5.0%
	Subtotal		$6,505,160			$6,258,470	$246,690	3.8%
	GENERAL REQUIREMENTS	BASED ON	SUB TOTAL					
REQUIRED	General Conditions		$681,743					
	Subtotal (with General Requirements)		$7,186,903					
	INSURANCE, BONDS, AND BUILDERS RISK	BASED ON	SUB TOTAL					
REQUIRED	General Liability	1%	$75,919					
REQUIRED	Payment and Performance Bond	$7,591,908	$51,922					
REQUIRED	Builders Risk Insurance	$7,591,908	$11,388					
	Subtotal (with GR's, Prof. Services, & Insurance)		$7,326,132					
RATE	CONTRACTOR'S FEE	BASED ON	SUB TOTAL					
4.00%	Construction Manager At Risk Fee	$6,644,389	$265,776					
	Subtotal (GR's, Prof Services, Insurance, Tax, & Fee)		$7,591,908					

	Estimate Amount	Prev. Est. Total	Variance	%
Estimate Total	$7,591,908	$7,215,039	$376,869	5.0%
$/SF	$489.99			

GMP #1

Enumeration of Documents

ENUMERATION OF DOCUMENTS

City of Duncanville
Fire Station No.1
04/28/2022

PROJECT MANUAL					
Specification/ Drawing	**Description**	**Spec Date**	**Stamp Date**	**CORE Received Date**	**Revision**
Division 00	**Procurement and Contracting Requirments**				
00 00 07	Seals Page	11-Mar-22	11-Mar-22	11-Mar-22	NONE
00 00 15	List of Drawings	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 01	**General Requirements**				
01 25 00	Substitution Procedures	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 25 00A	Attachment A (Substitution Request Form)	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 26 00	Contract Modification Procedures	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 29 00	Payment Procedures	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 31 00	Project Management and Coordination	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 32 00	Construction Progress Documentation	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 33 00	Submittal Procedures	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 33 00A	Attachment A (Submittal Transmittal)	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 40 00	Quality Requirements	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 42 00	References	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 43 39	Mockups	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 50 00	Temporary Facilities and Controls	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 60 00	Product Requirements	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 73 00	Execution	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 73 00A	Attachment A (RFI)	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 74 19	Construction Waste Management and Disposal	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 77 00	Closeout Procedures	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 78 23	Operation and Maintenance Data	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 78 39	Project Record Documents	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 79 00	Demonstration and Training	11-Mar-22	11-Mar-22	11-Mar-22	NONE
01 81 33	Storm Shelter Quality Assurance Plan	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 02	**Existing Conditions/Site**				
02 41 16	Structure Demolition	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 03	**Concrete**				
03 10 00	Concrete Formwork	11-Mar-22	11-Mar-22	11-Mar-22	NONE
03 11 06	Void Forms	11-Mar-22	11-Mar-22	11-Mar-22	NONE
03 20 00	Concrete Reinforcement	11-Mar-22	11-Mar-22	11-Mar-22	NONE
03 30 00	Cast-in-Place Concrete	11-Mar-22	11-Mar-22	11-Mar-22	NONE
03 35 00	Concrete Finishes	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 04	**Masonry**				
04 20 00	Masonry Unit	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 05	**Metals**				
05 12 00	Structural Steel	11-Mar-22	11-Mar-22	11-Mar-22	NONE
05 30 00	Steel Deck	11-Mar-22	11-Mar-22	11-Mar-22	NONE
05 40 00	Cold-Formed Metal Framing	11-Mar-22	11-Mar-22	11-Mar-22	NONE
05 50 00	Metal Fabrications	11-Mar-22	11-Mar-22	11-Mar-22	NONE
05 51 00	Metal Stairs	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 06	**Wood, Plastics, and Composites**				
06 10 00	Rough Carpentry	11-Mar-22	11-Mar-22	11-Mar-22	NONE
06 16 00	Sheathing	11-Mar-22	11-Mar-22	11-Mar-22	NONE
06 41 16	Plastic-Laminate-Clad Architectural Cabinets	11-Mar-22	11-Mar-22	11-Mar-22	NONE
06 64 00	Plastic Paneling	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 07	**Thermal and Moisture Protection**				
07 18 00	Traffic Coatings	11-Mar-22	11-Mar-22	11-Mar-22	NONE
07 21 00	Thermal Insulation	11-Mar-22	11-Mar-22	11-Mar-22	NONE
07 26 00	Vapor Retarders	11-Mar-22	11-Mar-22	11-Mar-22	NONE
07 27 26	Fluid Applied Air Barrier	11-Mar-22	11-Mar-22	11-Mar-22	NONE
07 62 00	Sheet Metal Flashing and Trim	11-Mar-22	11-Mar-22	11-Mar-22	NONE
07 84 43	Joint Firestopping	11-Mar-22	11-Mar-22	11-Mar-22	NONE
07 92 00	Joint Sealants	11-Mar-22	11-Mar-22	11-Mar-22	NONE

ENUMERATION OF DOCUMENTS

City of Duncanville
Fire Station No.1
04/28/2022

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
07 95 13	Interior Expansion Joint Cover Assemblies	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 08	**Openings**				
08 06 71	Door Hardware Schedule	11-Mar-22	11-Mar-22	11-Mar-22	NONE
08 11 13	Hollow Metal Doors and Frames	11-Mar-22	11-Mar-22	11-Mar-22	NONE
08 14 16	Flush Wood Doors	11-Mar-22	11-Mar-22	11-Mar-22	NONE
08 31 13	Access Doors and Frames	11-Mar-22	11-Mar-22	11-Mar-22	NONE
08 36 13	Upward Acting Sectional Doors	11-Mar-22	11-Mar-22	11-Mar-22	NONE
08 41 13	Aluminum Entrances & Storefronts	11-Mar-22	11-Mar-22	11-Mar-22	NONE
08 71 00	Door Hardware	11-Mar-22	11-Mar-22	11-Mar-22	NONE
08 80 00	Glazing	11-Mar-22	11-Mar-22	11-Mar-22	NONE
08 91 19	Fixed Louvers	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 09	**Finishes**				
09 22 16	Non-Structural Metal Framing	11-Mar-22	11-Mar-22	11-Mar-22	NONE
09 24 00	Cement Plastering	11-Mar-22	11-Mar-22	11-Mar-22	NONE
09 29 00	Gypsum Board	11-Mar-22	11-Mar-22	11-Mar-22	NONE
09 30 13	Ceramic Tiling	11-Mar-22	11-Mar-22	11-Mar-22	NONE
09 51 23	Acoustical Tile Ceilings	11-Mar-22	11-Mar-22	11-Mar-22	NONE
09 65 13	Resilient Base and Accessories	11-Mar-22	11-Mar-22	11-Mar-22	NONE
09 65 19	Resilient Tile Flooring	11-Mar-22	11-Mar-22	11-Mar-22	NONE
09 68 13	Tile Carpeting	11-Mar-22	11-Mar-22	11-Mar-22	NONE
09 81 00	Acoustical Insulation	11-Mar-22	11-Mar-22	11-Mar-22	NONE
09 91 00	Painting	11-Mar-22	11-Mar-22	11-Mar-22	NONE
09 96 00	High-Performance Coatings	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 10	**Specialties**				
10 14 00	Signage	11-Mar-22	11-Mar-22	11-Mar-22	NONE
10 26 00	Wall and Door Protection	11-Mar-22	11-Mar-22	11-Mar-22	NONE
10 28 00	Toilet, Bath, and Laundry Accessories	11-Mar-22	11-Mar-22	11-Mar-22	NONE
10 44 13	Fire Protection Cabinets	11-Mar-22	11-Mar-22	11-Mar-22	NONE
10 44 16	Fire Protection Extinguishers	11-Mar-22	11-Mar-22	11-Mar-22	NONE
10 51 56	Turnout Gear Lockers	11-Mar-22	11-Mar-22	11-Mar-22	NONE
10 56 23	Stainless Steel Wire Shelving	11-Mar-22	11-Mar-22	11-Mar-22	NONE
10 73 16	Prefabricated Aluminum Canopies	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 11	**Equipment**				
11 30 13	Appliances and Equipment	11-Mar-22	11-Mar-22	11-Mar-22	NONE
11 42 05	Stainless Steel Countertops and Trim	11-Mar-22	11-Mar-22	11-Mar-22	1
Division 12	**Furnishings**				
12 24 01	Manual Roller Shades	11-Mar-22	11-Mar-22	11-Mar-22	NONE
12 36 23	Plastic Laminate-Clad Countertops	11-Mar-22	11-Mar-22	11-Mar-22	NONE
12 36 61	Quartz Agglomerate Countertops	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 13	**Special Construction**				
13 34 21	PreEngineered Metal Buildings	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 14	**Conveying EquipmentNOT USED**				
Division 21	**Fire Suppression**				
21 05 00	Common Work Results For Fire Suppression	11-Mar-22	11-Mar-22	11-Mar-22	NONE
21 10 00	Water Based Fire Suppression Systems	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 22	**Plumbing**				
22 05 00	Common Work Results For Plumbing	11-Mar-22	11-Mar-22	11-Mar-22	NONE
22 05 19	Meters and Gages For Plumbing Piping	11-Mar-22	11-Mar-22	11-Mar-22	NONE
22 05 23	General Duty Valves For Plumbing Piping	11-Mar-22	11-Mar-22	11-Mar-22	NONE
22 05 29	Hangers and Supports For Plumbing Piping and Equipment	11-Mar-22	11-Mar-22	11-Mar-22	NONE
22 05 53	Identification For Plumbing Piping and Equipment	11-Mar-22	11-Mar-22	11-Mar-22	NONE
22 07 00	Plumbing Insulation	11-Mar-22	11-Mar-22	11-Mar-22	NONE
22 11 16	Domestic Water Piping	11-Mar-22	11-Mar-22	11-Mar-22	NONE
22 11 19	Domestic Water Piping Specialties	11-Mar-22	11-Mar-22	11-Mar-22	NONE
22 11 20	Facility Natural Gas Piping	11-Mar-22	11-Mar-22	11-Mar-22	NONE

ENUMERATION OF DOCUMENTS

City of Duncanville
Fire Station No.1
04/28/2022

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
22 13 13	Facility Sanitary Sewers	11-Mar-22	11-Mar-22	11-Mar-22	NONE
22 13 16	Sanitary Waste and Vent Piping	11-Mar-22	11-Mar-22	11-Mar-22	NONE
22 13 19	Sanitary Waste Piping Specialties	11-Mar-22	11-Mar-22	11-Mar-22	NONE
22 40 00	Plumbing Fixtures	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 23	**Heating, Ventilating, and Air Conditioning**				
23 05 00	Common Work Results For HVAC	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 05 29	Hangers and Supports for HVAC Piping and Equipment	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 05 53	Identification for HVAC piping and Equipment	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 05 93	Testing, Adjusting, and Balancing For HVAC	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 07 00	HVAC Insulation	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 22 13	Condensate Piping	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 31 13	Metal Ducts	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 33 00	Air Duct Accessories	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 34 23	HVAC Power Ventilators	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 37 13	Diffusers, Registers, and Grills	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 38 00	Commercial Kitchen Hoods	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 51 00	Breechings, Chimneys, and Stacks	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 54 00	Furnaces	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 55 23	Gas Fire Radiant Heaters	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 81 26	Split System Air Conditioners	11-Mar-22	11-Mar-22	11-Mar-22	NONE
23 82 39	Unit Heaters	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 25	**Integrated Automation- NOT USED**				
Division 26	**Electrical**				
26 05 00	Common Work Results for Electrical	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 05 19	Low Voltage Electrical Power Conductors and Cables	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 05 26	Grounding and Bonding for Electrical Systems	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 05 29	Hangers and Supports for Electrical Systems	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 05 33	Raceway and Boxes for Electrical Systems	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 05 53	Identifications for Electrical System	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 24 16	Panelboards	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 27 26	Wiring Devices	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 28 16	Enclosed Switches and Circuit Breakers	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 32 13	Engine Generators	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 33 53	Static Uninterruptable Power Supply	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 36 00	Automatic Transfer Switches	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 51 00	Interior Lighting	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 56 00	Exterior Lighting	11-Mar-22	11-Mar-22	11-Mar-22	NONE
26 83 10	Fire Alarm System	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 27	**Communications**				
27 00 00	Communications Basic Requirements	11-Mar-22	11-Mar-22	11-Mar-22	NONE
27 05 26	Communications Grounding and Bonding	11-Mar-22	11-Mar-22	11-Mar-22	NONE
27 05 28	Communications Building Pathways	11-Mar-22	11-Mar-22	11-Mar-22	NONE
27 08 11	Communication Twisted Pair Testing	11-Mar-22	11-Mar-22	11-Mar-22	NONE
27 11 00	Communications Equipment Room	11-Mar-22	11-Mar-22	11-Mar-22	NONE
27 13 13	Communications Twisted Pair Cabling	11-Mar-22	11-Mar-22	11-Mar-22	NONE
27 20 00	Alerting System	11-Mar-22	11-Mar-22	11-Mar-22	NONE
Division 28	**Electronic Safety and SecurityNOT USED**				
Division 31	**Earthwork**				
31 10 00	Site Clearing	11-Mar-22	11-Mar-22	11-Mar-22	NONE
31 20 00	Earth Moving	11-Mar-22	11-Mar-22	11-Mar-22	NONE
31 25 00	Storm Water Pollution Prevention Plan	11-Mar-22	11-Mar-22	11-Mar-22	NONE
31 63 26	Drilled Concrete Piers and Grade Beams	11-Mar-22	11-Mar-22	11-Mar-22	NONE

ENUMERATION OF DOCUMENTS

City of Duncanville
Fire Station No.1
04/28/2022

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 32	**Exterior Improvements**				
32 13 13	Concrete Paving	11-Mar-22	11-Mar-22	11-Mar-22	NONE
32 13 73	Concrete Paving Joint Sealants	11-Mar-22	11-Mar-22	11-Mar-22	NONE
32 18 18	Synthetic Grass Surfacing	11-Mar-22	11-Mar-22	11-Mar-22	NONE
32 31 13	Chain Link Fence and Gates	30-Mar-22	30-Mar-22	30-Mar-22	NONE
32 31 30	Precast Concrete Fence	11-Mar-22	11-Mar-22	11-Mar-22	1
Division 32	**Utilities**				
33 41 00	Storm Utility Drainage Piping	11-Mar-22	11-Mar-22	11-Mar-22	NONE
DRAWINGS					
Specification/ Drawing	**Description**	**Drawing Date**	**Stamp Date**	**CORE Received Date**	**Revision**
G1.1	TITLE SHEET AND DRAWING INDEX	11-Mar-22	11-Mar-22	11-Mar-22	NONE
G1.2	MASTER KEYNOTE LIST	11-Mar-22	11-Mar-22	11-Mar-22	1
G1.3	OCCUPANCY PLAN - FIRST FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
G1.4	OCCUPANCY PLAN - MEZZANINE FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
G1.5	LIFE SAFETY ANALYSIS - FIRST FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
G1.6	LIFE SAFETY ANALYSIS - MEZZANINE FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
G1.7	TYPICAL ACCESSIBILITY DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
G1.8	ICC 500 CODE INFORMATION	11-Mar-22	11-Mar-22	11-Mar-22	NONE
AS1.1	ARCHITECTURAL SITE PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
AS1.2	SITE DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
AS1.3	SITE DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	1
C0.02	GENERAL NOTES	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C1.01	EXISTING CONDITIONS AND DEMOLITION PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C2.01	DIMENSION CONTROL AND PAVING PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C3.01	GRADING PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C3.02	GRADING PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C4.01	EXISTING DRAINAGE AREA MAP	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C4.02	PROPOSED DRAINAGE AREA MAP	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C5.01	STORM SEWER PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C5.02	DETENTION AND STORM CALCULATIONS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C5.51	STORM SEWER PROFILES	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C5.52	STORM SEWER PROFILES	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C5.53	STORM SEWER PROFILES	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C6.01	WATER AND SANITARY SEWER PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C7.01	EROSION CONTROL PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C8.01	CIVIL DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	1
C8.02	CITY DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C8.03	CITY DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C8.04	CITY DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C8.05	CITY DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C8.06	CITY DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C8.07	CITY DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C8.08	CITY DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
C8.09	CITY DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
L1.0	TREE PRESERVATION PLAN	11-Mar-22	11-Mar-22	11-Mar-22	1
L1.1	LANDSCAPE PLAN	11-Mar-22	11-Mar-22	11-Mar-22	1
L2.1	IRRIGATION PLAN	11-Mar-22	11-Mar-22	11-Mar-22	1
S1.0	STRUCTURAL GENERAL NOTES	11-Mar-22	11-Mar-22	11-Mar-22	NONE
S1.1	CLASSES OF CONCRETE AND ABBREVIATIONS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
S1.2	SPECIAL INSPECTIONS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
S1.3	STORM SHELTER CRITERIA	11-Mar-22	11-Mar-22	11-Mar-22	NONE
S2.1	FOUNDATION PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE

ENUMERATION OF DOCUMENTS

City of Duncanville
Fire Station No.1
04/28/2022

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
S3.1	TYPICAL FOUNDATION DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
S3.2	TYPICAL FOUNDATION DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
S3.10	FOUNDATION SECTIONS AND DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
S4.1	MEZZANINE FLOOR AND STORM SHELTER ROOF FRAMING PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
S5.1	TYPICAL STEEL DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
S5.2	TYPICAL DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A1.0	PARTITION TYPES	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A1.1	FIRST FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A1.2	MEZZANINE FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A1.3	ROOF PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A1.4	PLAN DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A1.5	ROOF & EXTERIOR DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	1
A2.1	EXTERIOR ELEVATIONS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A2.2	BUILDING SECTIONS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A3.1	WALL SECTIONS	11-Mar-22	11-Mar-22	11-Mar-22	1
A3.2	WALL SECTIONS	11-Mar-22	11-Mar-22	11-Mar-22	1
A3.3	SECTION DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A3.4	SECTION DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A3.5	STAIR PLANS & SECTIONS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A3.6	STAIR PLANS & SECTIONS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A3.7	STAIR DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A4.1	DOOR & WINDOW TYPES - DOOR SCHEDULE	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A4.2	DOOR DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A4.3	WINDOW DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A4.4	LOUVER DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A5.1	ENLARGED PLANS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A5.2	INTERIOR ELEVATIONS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A5.3	INTERIOR ELEVATIONS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A5.4	INTERIOR ELEVATIONS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A5.6	MILLWORK SECTIONS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A6.1	FIRST FLOOR REFLECTED CEILING PLAN	11-Mar-22	11-Mar-22	11-Mar-22	1
A6.2	MEZZANINE - APPARATUS BAY REFLECTED CEILING PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A7.1	FLOOR FINISH PLANS & SCHEDULE	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A7.2	MEZZANINE FINISH PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
A7.3	FURNITURE PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
MEP1.1	MECHANICAL ELECTRICAL PLUMBING SITE PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
MEP2.1	MECHANICAL ELECTRICAL PLUMBING ROOF PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
M0.1	MECHANICAL GENERAL NOTES AND LEGENDS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
M1.1	MECHANICAL FIRST FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
M1.2	MECHANICAL MEZZANINE PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
M2.1	MECHANICAL FIRST FLOOR PIPING PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
M2.2	MECHANICAL MEZZANINE PIPING PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
M3.1	MECHANICAL SCHEDULES	11-Mar-22	11-Mar-22	11-Mar-22	NONE
M4.1	MECHANICAL DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
M4.2	MECHANICAL DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
P0.1	PLUMBING GENERAL NOTES AND LEGEND	11-Mar-22	11-Mar-22	11-Mar-22	NONE
P1.1	PLUMBING ANNOTATION FIRST FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
P2.1	PLUMBING UNDERSLAB PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
P3.1	PLUMBING WASTE & VENT FIRST FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
P3.2	PLUMBING - MEZZANINE PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE

ENUMERATION OF DOCUMENTS

City of Duncanville
Fire Station No.1
04/28/2022

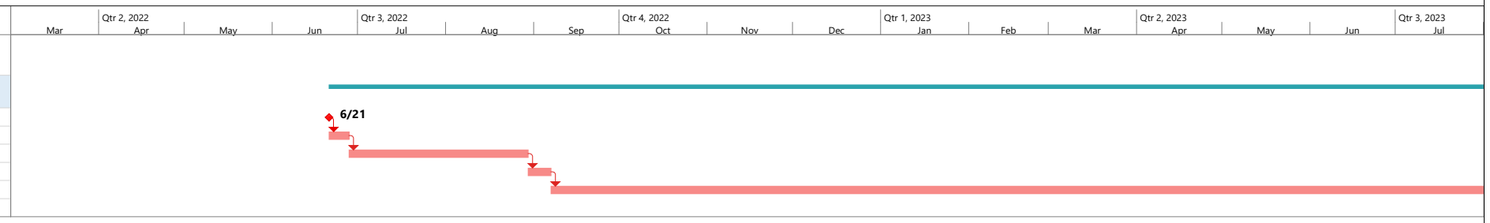
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
P4.1	PLUMBING SUPPLY FIRST FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
P5.1	PLUMBING SCHEDULES	11-Mar-22	11-Mar-22	11-Mar-22	NONE
P6.1	PLUMBING DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
P6.2	PLUMBING DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
P6.3	PLUMBING DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
P7.2	PLUMBING WASTE AND VENT RISER DIAGRAMS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
E0.01	ELECTRICAL GENERAL NOTES AND LEGEND	11-Mar-22	11-Mar-22	11-Mar-22	NONE
E1.1	ELECTRICAL POWER FIRST FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
E1.2	ELECTRICAL POWER - MEZZANINE PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
E2.1	ELECTRICAL LIGHTING FIRST FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	1
E2.2	ELECTRICAL LIGHTING - MEZZANINE PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
E3.1	ELECTRICAL SCHEDULES	11-Mar-22	11-Mar-22	11-Mar-22	1
E3.2	ELECTRICAL SCHEDULES	11-Mar-22	11-Mar-22	11-Mar-22	NONE
E4.1	ELECTRICAL DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
FP0.1	FIRE PROTECTION GENERAL NOTES AND LEGEND	11-Mar-22	11-Mar-22	11-Mar-22	NONE
FP1.1	FIRE PROTECTION FIRST FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
FP1.2	FIRE PROTECTION MEZZANINE PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
T0.01	TECHNOLOGY COVER SHEET	11-Mar-22	11-Mar-22	11-Mar-22	NONE
T1.01	TECHNOLOGY FIRST FLOOR PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
T2.01	TECHNOLOGY FIRST FLOOR CEILING PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
T2.02	MEZZANINE CEILING PLAN	11-Mar-22	11-Mar-22	11-Mar-22	NONE
T3.01	TECHNOLOGY DETAILS	11-Mar-22	11-Mar-22	11-Mar-22	NONE
ADDENDUMS					
Addendums	**Description**	**Drawing Date**	**Stamp Date**	**CORE Received Date**	**Revision**
ADDENDUM 01	**DRAWINGS**				
G1.2	MASTER KEYNOTE LIST	30-Mar-22	30-Mar-22	30-Mar-22	NONE
AS1.3	ARCHITECTURAL SITE DETAILS	30-Mar-22	30-Mar-22	30-Mar-22	NONE
C8.01	CIVIL DETAILS	30-Mar-22	30-Mar-22	30-Mar-22	NONE
L1.0	TREE PRESERVATION PLAN	30-Mar-22	30-Mar-22	30-Mar-22	NONE
L1.1	LANDSCAPE PLAN	30-Mar-22	30-Mar-22	30-Mar-22	NONE
L2.1	IRRIGATION PLAN	30-Mar-22	30-Mar-22	30-Mar-22	NONE
A1.5	ROOF & EXTERIOR DETAILS	30-Mar-22	30-Mar-22	30-Mar-22	NONE
A3.1	WALL SECTIONS	30-Mar-22	30-Mar-22	30-Mar-22	NONE
A3.2	WALL SECTIONS	30-Mar-22	30-Mar-22	30-Mar-22	NONE
A6.1	FIRST FLOOR REFLECTED CEILING PLAN	30-Mar-22	30-Mar-22	30-Mar-22	NONE
E2.1	ELECTRICAL LIGHTING FIRST FLOOR PLAN	30-Mar-22	30-Mar-22	30-Mar-22	NONE
E3.1	ELECTRICAL SCHEDULES	30-Mar-22	30-Mar-22	30-Mar-22	NONE
ADDENDUM 01	**SPECIFICATIONS**				
	Volume 2Table of Contents (TOC)	30-Mar-22	30-Mar-22	30-Mar-22	NONE
11 42 05	Stainless Steel Countertops & Trim	30-Mar-22	30-Mar-22	30-Mar-22	NONE
32 31 13	Chain Link Fence and Gates	30-Mar-22	30-Mar-22	30-Mar-22	NONE
32 31 30	Precast Concrete Fence	30-Mar-22	30-Mar-22	30-Mar-22	NONE

GMP #1

Schedule

City of Duncanville Fire Station
Preconstruction
Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1					
2		**Duncanville Fire Station - Proposed GMP Schedule**			
3		**Council Approval of GMP**	0 days	Tue 6/21/22	Tue 6/21/22
5		Notice to Proceed	5 days	Tue 6/21/22	Mon 6/27/22
6		Procurement	44 days	Tue 6/28/22	Mon 8/29/22
7		Mobilization	5 days	Tue 8/30/22	Tue 9/6/22
8		Anticipated Construction Start Date	265 days	Wed 9/7/22	Tue 9/19/23
9		Substantial Completion	0 days	Tue 9/19/23	Tue 9/19/23



Project: Precon Schedule GMP - Duncanville Fire Station 5.20.2022
Date: Thu 5/26/22

Task | Milestone | Summary | Project Summary | External Milestone | Deadline | Critical | Progress

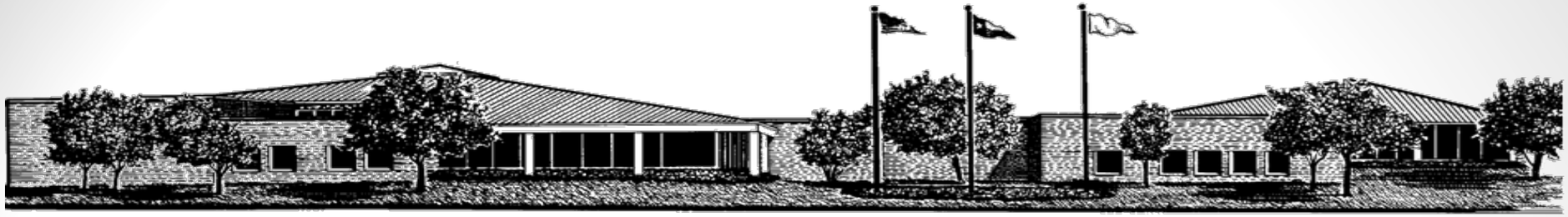
\\EgnyteDrive\COREone\Precon\TX\2020 Projects\20-10-019 Duncanville FS #1\6.0 - Schedules\Precon Schedule GMP - Duncanville Fire Station 5.20.2022.mpp

GMP #1

Trade Partner Participation Log

City of Duncanville
GMP - Local Bidders List
LOCATION: Duncanville, TX
Dallas County

Total Invites	Local Invites	Bids Rec'd	Local Bids Rec'd	Description	M/WBE	Selected Bidder (Dallas County)	Base Price	Approximate Cost Difference to Use Local Bidder
455	192	7	3	Demolition and Abatement	SBE	Southwest Demolition Services	$54,914.00	-
431	164	4	1	Earthwork		TriDal	$181,410.00	$70,878.00
395	160	3	1	Utilities	HUB M/WBE	Bear Creek Utilities	$307,645.00	-
330	28	3	2	Landscaping and Irrigation		Choate USA	$168,424.00	-
246	132	4	2	Fencing and Gates	WBE	PSI Fence	$57,005.00	$32,745.00
12	8	2	0	Retaining Walls	SBE	Superior Concrete Products	$51,753.00	No local Bidder
476	246	7	1	Concrete	HUB / MBE	RG Concrete	$742,954.00	-
323	141	12	6	Masonry	S/DBE	Pryor & Pryor	$177,000.00	-
213	18	4	0	Pre-Engineered Metal Building		Burtex	$988,085.00	No local Bidder
307	112	4	2	Damproofing / Waterproofing / Air Barrier / Sealants	HUB / MBE	Angel Waterproofing	$75,354.00	$1,146.00
313	121	4	0	Glass & Glazing	WBE	Campbell Glass	$51,455.00	No local Bidder
323	128	7	4	Exterior Wall Systems	SBE	Southwest Lath & Plaster	$102,934.00	-
444	96	5	2	Finished Carpentry and Millwork	HUB M/SBE	Eureka Millwork	$154,982.00	-
396	116	5	3	HM Frames, Doors & Hardware	SBE	Webb Builders Hardware	$123,018.00	-
58	36	3	2	Overhead Coiling Doors		Overhead Door Fort Worth	$150,306.00	$11,377.00
448	151	7	4	Metal Studs, Drywall & ACT		JCR Commercial	$398,800.00	$3,700.00
466	304	7	5	Painting	HUB M/W/D/SBE	DLB Consultants	$66,661.00	-
327	139	7	3	Tile Package		S&H Flooring	$39,909.00	-
338	120	5	1	Flooring Package / Concrete Finishing	HUB	Simply Floor It	$43,236.00	$3,676.00
220	14	1	0	Window Shades & Curtains	SBE	Capitol Blinds	$2,975.00	No local Bidder
440	149	3	1	Signage Package		Signarama	$39,578.00	-
220	14	2	2	Toilet Partitions & Accessories / Wall Protection & Corner Guards / Fire Extinguishers & Cabinets	MBE	D10	$14,440.00	-
139	7	1	0	Lockers		Gear Grid	$26,595.00	No local Bidder
136	10	3	2	Residential Appliances	SBE	Supreme	$82,597.00	-
326	12	3	2	Fire Sprinkler Systems	HUB M/W/SBE	Genesis	$54,400.00	-
419	194	4	3	Plumbing Systems	HUB M/W/S/DBE	Curtis	$372,000.00	-
452	80	5	3	HVAC Systems		DMG	$418,300.00	-
471	215	4	3	Electrical Systems	HUB W/D/SBE	GNS	$726,488.00	-
282	130	8	3	Fire Alarm Systems		Caruth	$20,492.00	-
486	308	7	6	Structured Cabling Systems		NCS	$43,280.00	-



LIBRARY QUARTERLY REPORT

JULIO VELASQUEZ, LIBRARY DIRECTOR

JUNE 07, 2022

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

City of Duncanville

Departmental Accomplishments

- Volunteer Appreciation Dinner – we were able to host around 30 of our volunteers for an evening to celebrate all the wonderful work they do to support the library and the Duncanville community

City of Duncanville

Staff Updates

- 2022 Public Library Association Conference in Portland – focused on the needs, challenges, and opportunities public libraries have in serving their communities.
- Staff In-Service Day – team building, training, and planning.

Activities and Programs

- January 24-April 25 Ready, Set, Read! Literacy.

- Knitting Group – all ages. Tuesdays 10-12pm. Thursdays 1-3pm.

City of Duncanville

Activities and Programs

Summer Reading Kickoff

City of Duncanville

5

Activities and Programs

Activities and Programs

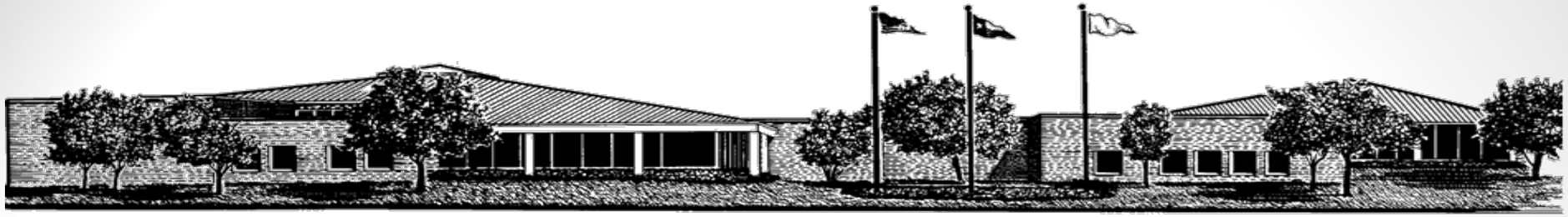
Activities and Programs

Funding Report

- TSLAC Grant – Teen Technology Programs.
- Friends Funding – SRC Prizes and Volunteer Tracking Software.

City of Duncanville

QUESTIONS?



City of Duncanville

PARKS AND RECREATION QUARTERLY REPORT

CITY COUNCIL MEETING

JUNE 7, 2022

BART STEVENSON, DIRECTOR OF PARKS AND RECREATION

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Park Maintenance Measurables

- Parks staff assisted Public Works to execute a busy annual Household Hazardous Waste event. 484 vehicles came through over the course of the 6-hour event hosted in the Senior Center parking lot.
- In response to preliminary citizen input supporting bicycles on park trails, the Park Board and staff created the pilot program that will run May-August 2022. The pilot program will allow children on small bicycles to utilize the trail within Red Bird Park. Bicycles must be 20” or smaller and riders must be accompanied by an adult. Pedestrians will have the right-of-way to cyclists and no other wheeled or motorized equipment is allowed.
- Keep Duncanville Beautiful
  - Keep Duncanville Beautiful board members conducted a Community Litter Index by visiting 25 sites around Duncanville and grading them on a 1-4 scale with a 4 being the worst. The average litter score was 1.84 down from 1.91 in 2021.
  - KDB hosted four Community Clean-up events with the assistance of community volunteers. The areas targeted were Waterview Park, Lakeside Park, Ladd Property, and Railroad ROW.

City of Duncanville

Recreation Center Measurables

- Visits: February 2022 – April 2022
  - 129 memberships were sold throughout this quarter
  - 1,623 visits

- Regular Ongoing Programs
  - Sidesteppers
  - Pickleball
  - Karate
  - Cheerleading
  - Jazzercize
  - Zumba
  - Volleyball

- New Programs
  - DC Queen Sports
  - Tumbling
  - Areena Sports

- Events
  - Daddy Daughter Dance
  - Black History Month
  - Women's History Month
  - Easter Egg Hunt
  - Princess Tea Party
  - Movies in the Park
  - Country Concert in the Park
  - Memorial Day Ceremony
  - Rock Concert in the Park

- Upcoming Special Events
  - Independence Day Celebration – Monday, July 4

City of Duncanville

Independence Day Celebration
July 4th

City of Duncanville

4

Senior Center Measurables

- Visits: February 2022 – April 2022
  - 10 new and renewed memberships were sold throughout this quarter
  - 1,040 visits
  - The Senior Center continues to operate at 100%

- Meals Served through DAAA/VNA Services
  - Dine-in, drive-through, and delivery service daily
  - Hot lunch only (no more breakfast)
  - 3,984 (45% decrease from last quarter due to DAAA's temporary funding for additional breakfast meals being depleted)

- Events
  - Indoor Bingo
  - Coffee with the Mayor
  - Walk in the Park
  - Lunch & Learn
  - Annual Health Fair
  - Monthly Birthday Celebration
  - Various performances including choir and live entertainment

COVID-19 Senior Center Activities

- Staff continues to coordinate dine-in, drive-through, and delivery meal services for the senior citizens with the assistance of the Visiting Nurses Association (VNA) and Dallas Area Agency on Aging (DAAA)
  - Average in-person attendance is 10 members per day
  - Average approximately 110 breakfast and lunch meals per day through the drive-through meal service
  - Staff delivers about 22 meals a day to seniors who relied on the City's bus to transport them to the center prior to COVID-19
  - Staff continues to provide mental games and activities for the seniors to keep their minds active and entertained such as Parking Lot Bingo, Coffee with the Mayor, A Walk in the Park, Birthday Month Celebration and other activities
  - Working with the Share and Care Site Council, staff makes weekly contact with all the members to make sure everyone is safe and inquire of any needs

Bond Election Projects

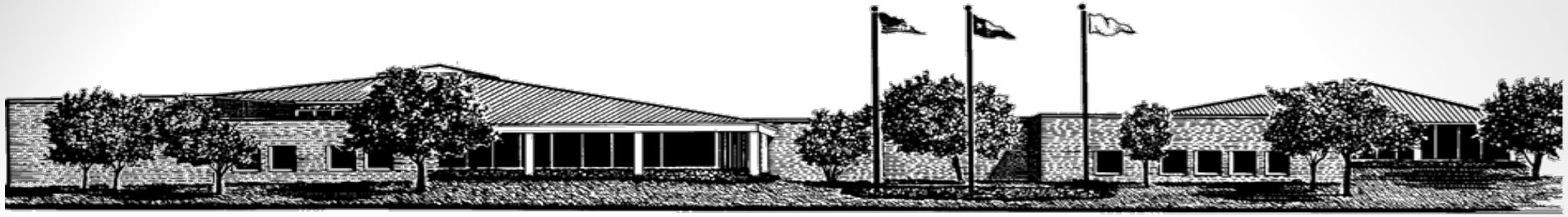
- Lakeside Park Pavilion
  - Parking lot construction completed
  - Landscaping and irrigation completed
  - Opened for rentals Easter weekend

- Armstrong Park
  - Awarded Texas Parks & Wildlife Local Non-Urban Grant - $749,805!
  - Plans are 100% complete
  - Construction Summer 2022
  - Grant agreement approved and procurement initiated

- Harrington Park
  - Plans are 100% complete
  - Received verbal approval from TRA to cross easement with bridge
  - Construction in Winter 2022 to allow for Spring youth sports leagues
  - Procurement has been initiated. Construction Manager at Risk (CMAR) obtained at the April 15 City Council meeting. Bid packages are being prepared.

City of Duncanville

Questions?



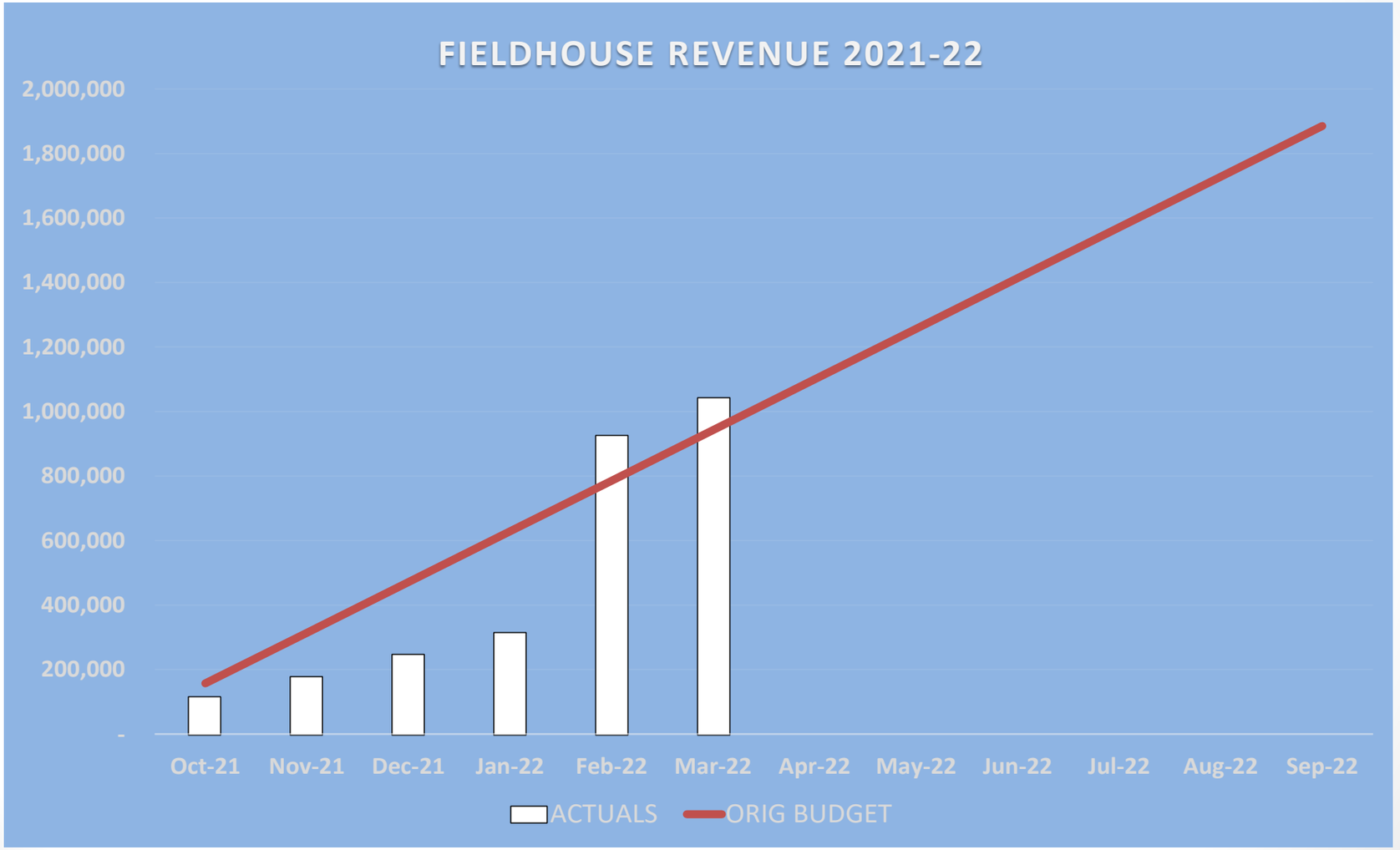
DUNCANVILLE FIELDHOUSE QUARTERLY REPORT

CRAIG BRASFIELD - GENERAL MANAGER
DUNCANVILLE FIELDHOUSE

JUNE 7, 2022

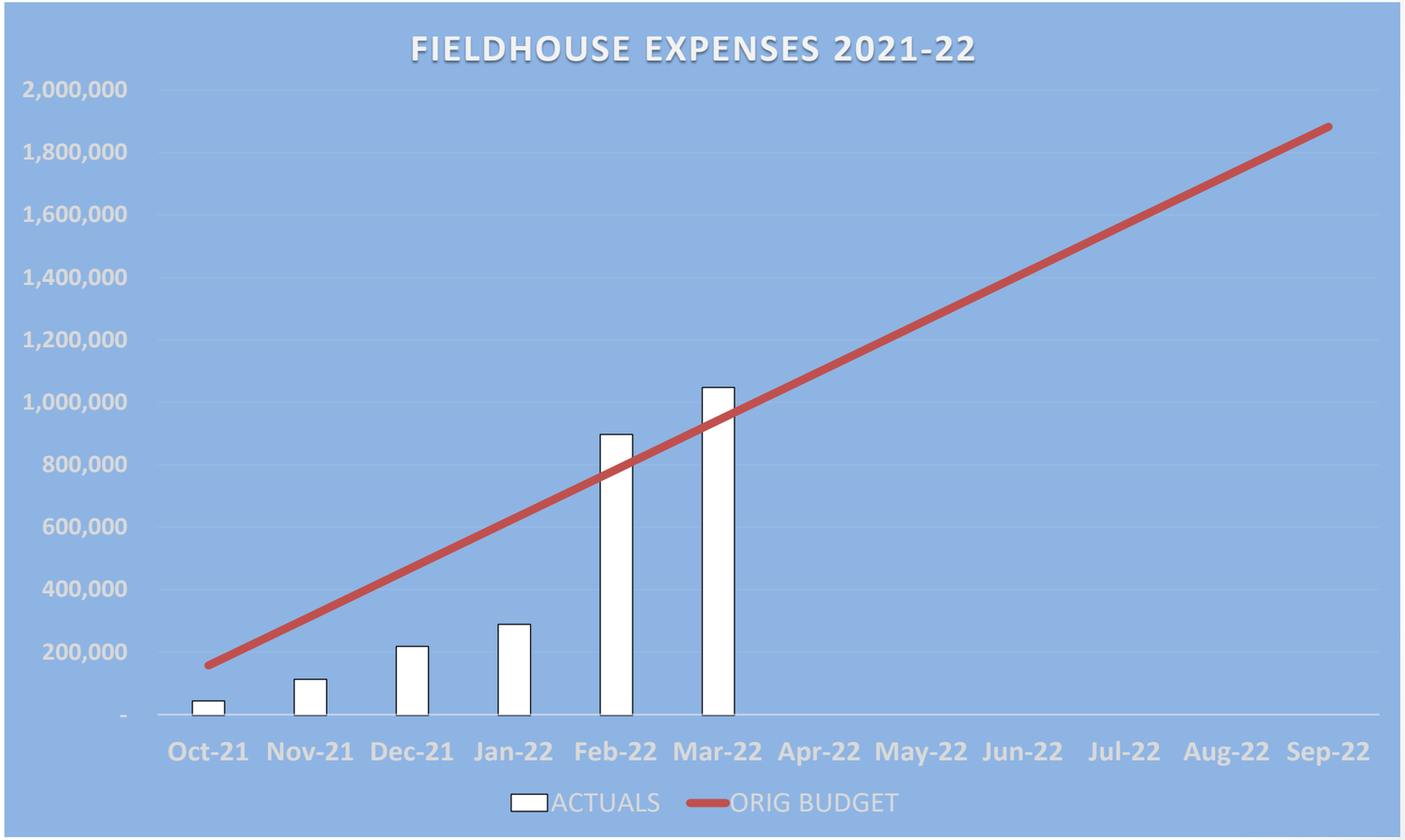
We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Fieldhouse Revenues - Oct. thru Mar. 2022



The City of Duncanville

Fieldhouse Expenses - Oct. thru Mar. 2022



The City of Duncanville

Budget Summary - Fieldhouse Operations FY 2022

	FY22 Budget	Munis
• Revenue:	$1,884,975	$1,040,614
• Expense:	$1,883,204	$1,045,103
• Totals:	**+$1,771**	**- $4,489**

- Includes the Economic Development Revenue Transfer - $515,375
- Includes the Economic Development Debt Payment - $515,375

- Facility Improvements, Up-grades & Repairs completed = **$63,900**
  - Blue & Green Gym Floor Resurface = $32,800
  - Replace & up-grade heaters in Suites #147,150,156,163 = $7,600
  - Complete In-house TV up-grade = $6,200
  - Food & Beverage operations electrical up-grade = $5,400
  - Fieldhouse HVAC emergency repair = $11,900

- Facility improvements scheduled for June = **$40,875**
  - Installation of Public Address System = $26,500 funded by DCEDC
  - Addition of Shot Clocks & 3 Point Lines on the Green Courts = $12,500
  - Window Tent applied to the windows in the Grill dining room = $1,875

The City of Duncanville

Fieldhouse Contractual Partners - FY 2022

- Airells Courts Volleyball - Suite 139 + Green Courts 2 & 3 **Club Volleyball Training**
- Bridge Academy - Suites 124,130 + Green Court 1 **Basketball Skills Training**
- Texas Wildcats Basketball - Suites 140,146,163 + Blue Courts 1,2,3 **Club Basketball Training**
- Duncanville Boxing & Fitness - Suites 147,150 **Boxing & Fitness Training**
- Fearless Headquarters Dance Company - Suites 209 A & B **Dance Instruction**
- Prodigy Extreme 365 Dance - Suite 101A **Dance Instruction**
- CJAG Zumba - Suite 101C **Fitness Training**
- CryoPlus - Suite 101B **Injury Wellness & Recovery (Coming in June 2022)**
- Greatness Only Appeal - the Store **Merchandise Sales (Coming in June 2022)**
- Legion Preparatory Academy - Suite 101C **Prep School (Coming in August 2022)**

- Annual Projected Revenue - **$197,500**
    - Suite Rental = $84,500
    - Sponsorship = $43,000
    - Basketball Court Rental = $50,000
    - Volleyball Net Rental = $20,000

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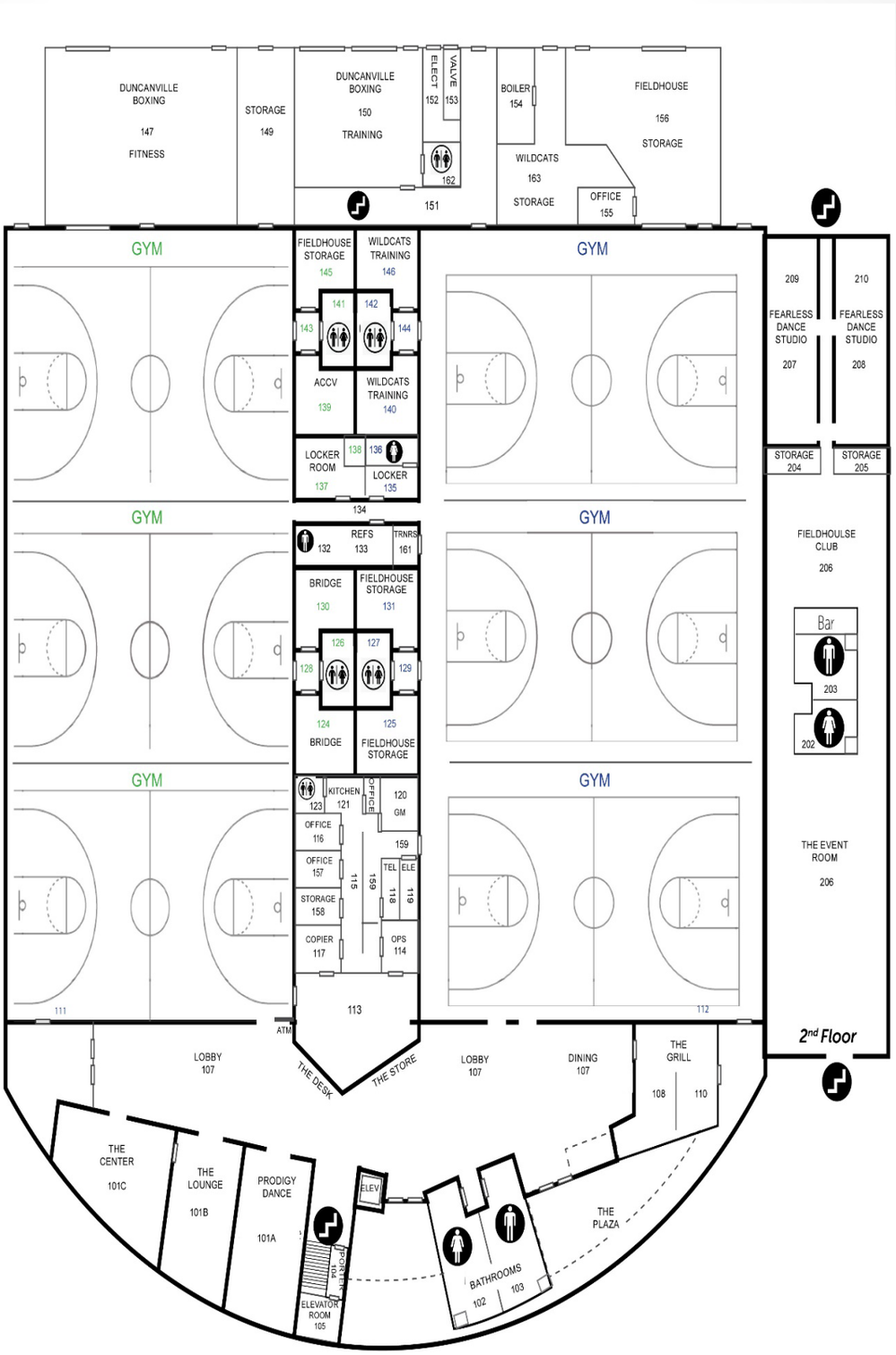
Fieldhouse Map - 2022



BOSS Summer Camp - 2022

Special Event Reservations - April 2022

1,10,24	Masters Pro Am Adult BB League II
1,10,24	Breakthrough Basketball Youth BB Camp
2	Lifeline Screening
2	TB5 Reports BB Camp
2,3	Family Ties Youth BB Tournament
8,9,10	GASO II BB Tournament
16	BlockSport Woman's VB Tournament
22,23,24	GASO III BB Tournament
27	UT Southwestern Hiring Event
30	Court 23 BB Tournament

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Special Event Reservations - May 2022

1	Court 23 BB Tournament
1,15,22	Masters Pro-Am Adult BB League II
2	Duncanville Islamic Center EID Prayer Event
7,8	American Grappling Jiu Jitsu Tournament
7,8	Big Time Hoops BB Tournament
9,10,11	NTX International BB Combine
17,19,24,26,31	Jr NBA Youth BB League
14,15	Dallas Mustangs BB Tournament
20,21,22	Texas Impact BB Tournament
27,28,29	HYPE Sports Summer Jam BB Tournament
31	Otter Junior Elite BB Camp

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Special Event Reservations - June 2022

1,2,3,4	Otter Junior Elite BB Camp
2,7,9,14,16,21,23,28,30	Jr NBA Youth BB League
3,4,5	Urban DFW BB Tournament
5,12,19	Masters Pro-Am Adult BB League II
6,7	Zero Gravity ABA Showcase
11,12	Big Time Hoops BB Tournament
14,15,16	Breakthrough Basketball Youth BB Camp
17,18,19	Dallas ShowTyme BB Tournament
20,21,22,23,24	US Sports Camps VB Camp
24,25,26	TABC College Coaches BB Tournament
25,26,27	Dallas Mavericks Youth BB Camp
26	Masters Pro-Am Adult BB League III

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Special Event Reservations - Summary

April, May, June

- Basketball Tournaments -13
- Basketball Camps - 6
- Basketball Leagues - 3
- Jit Jitsu Tournaments - 1
- Volleyball Tournaments - 1
- Volleyball Camps - 1
- Community Events - 3

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Questions