



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

Tuesday, July 16, 2024

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

7:00 P.M. - Regular Session

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

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

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

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

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

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

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

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

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

- Submit a comment by 4:00 p.m. on Tuesday, July 16, 2024.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, July 16, 2024
- First Name, Last Name, and Address

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

- | | | |
|----|---|---------|
| A. | Council to receive a briefing and status update on the Comprehensive Plan.
Comprehensive Plan Proposal | 6 - 13 |
| B. | Council to receive a briefing on Section 16A - Sign Guidelines in the Code of Ordinances and deliberate possible changes.
Sign Ordinance | 14 - 64 |
| C. | Council to receive a briefing on a possible amendment to the ordinance for naming parks and facilities.
Briefing on amending the Park and Facility Naming Ordinance | 65 - 71 |
| D. | Receive a briefing and discuss the Council's actual training and retreat expenses and FY 2025 proposed budget.
Briefing on the Council training and retreat expenses | 72 - 73 |

EXECUTIVE SESSION

- | | | |
|----|--|----|
| 1. | City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.
Executive Session | 74 |
| 2. | City Council shall convene into closed Executive Session to seek legal advice from the City Attorney pursuant to Section 551.071 of the Texas Government Code concerning potential litigation involving real property located at 1718 Beaver Creek Court, Duncanville, Texas. | |

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 - Rachel McConnell with First Presbyterian Church Duncanville

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

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

- A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

None

A. Proclamation designating July as Parks and Recreation Month. 75 - 78

[Parks and Recreation Month](#)

B. The Greatest American Cleanup Pledge Proclamation 79 - 81

[The Greatest American Cleanup Pledge Proclamation](#)

C. Council to receive a briefing from Leigh Ferguson of Republic Services relating to ongoing trash pickup, storm debris cleanup, and activity by Republic Services. 82

[Council to receive a briefing on trash services from Republic](#)

3. CITIZENS' INPUT

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

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

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

4. CONSENT AGENDA

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

A. Consider the Minutes for the June 18, 2024, City Council Regular Meeting and July 9, 2024, Special Council Meeting. 83 - 89

[City Council - 18 Jun 2024 - Minutes](#)

[Special Called Meetings - 09 Jul 2024 - Minutes](#)

B. Consider a resolution approving a property damage recovery service 90 - 115

agreement with Peachtree Recovery Services, Inc.

[Peachtree Property Damage Revenue Recovery Agreement](#)

- C. Consider a Resolution awarding a bid and authorizing a Cooperative Purchasing Agreement with Viking Construction, Inc. through City of Grand Prairie Contract 21478 for micro-surfacing pavement treatment services for a one-year term, with the option to renew for up to two additional one-year terms, in an estimated contract amount not to exceed \$1,800,000.00 over the three years, subject to the exercise of a contract renewal and City Council appropriation. 116 - 128
[Micro-surfacing Pavement Treatment Services](#)
- D. Consider a Resolution authorizing the submittal of an application for financial assistance from the Texas Water Development Board for lead service line inventory and replacement and designating the City Manager as the authorized representative to execute all necessary documents related to said application. 129 - 132
[Texas Water Development Board Financial Assistance Application](#)
- E. Consider a Resolution ratifying Change Orders 1 and 2 for the design of the Cedar Ridge Road Reconstruction Project in an expenditure amount of \$41,625.00 and authorizing an appropriation of \$41,703.50 for additional project contingency for the execution of future change orders; amount of \$83,328.50, for a total contract amount not to exceed \$500,363.50. 133 - 141
[Cedar Ridge Road Reconstruction Change Orders Ratification and Contingency Authorization](#)
- F. Consider a Resolution authorizing a Development and Release Agreement between the City of Duncanville and the Greene Homeowners' Association (HOA) to provide engineering plans for a drainage improvement project and release the City from any future liability and responsibility for improvements constructed on HOA-owned property. 142 - 154
[Old Country Road Development and Release Agreement](#)
- G. Consider a Resolution authorizing the purchase of three vehicles from Silsbee Ford Fleet Group that will be used in support of the Police Department's Patrol Division, in the expenditure amount not to exceed \$216,163.95, with the additional purchase of upfitting cost to Axon in the expenditure amount not to exceed \$39,349.44; with the additional purchase of upfitting cost to Motorola in an amount not to exceed \$19,366.29. 155 - 158
[Patrol Vehicles - Asset Forfeiture Funds](#)
- H. Consider a resolution to accept and deposit awarded federal and state asset forfeiture funds.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Take any necessary action as a result of the Executive Session.
- B. Discuss and consider private citizens' appointments to the Audit Committee. 159 - 162
[Audit Committee Appointment](#)

- | | | |
|---------------------------------------|--|-----------|
| C. | Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Cedar Park Shopping Center, LTD., in an amount not to exceed \$20,000.00 for a building located at 207-331 South Cedar Ridge Drive, Duncanville, Texas, 75116.
DCEDC Design Incentive Grant-Cedar Park Shopping Center, LTD. | 163 - 215 |
| D. | Conduct a Public Hearing and consider adopting an Ordinance amending the Comprehensive Zoning Ordinance and Map, as heretofore amended, by amending the existing Single Family-7 District to grant a Specific Use Permit to allow for the use of Temporary Educational Use on Doris Heights, Block C, Lots 1-12, Block E, Lots 1-4, ACS 4.0241, more commonly known as 323 West Wheatland Road, Duncanville, Dallas County, Texas.
Special Use Permit - Temporary Educational Use - 323 West Wheatland Road | 216 - 250 |
|
6. STAFF AND BOARD REPORTS | | |
| A. | Present the Police Department's Quarterly Report.
Police Quarterly Report | 251 - 265 |
| B. | Monthly Financial Report as of May 31, 2024
Receive the Monthly Financial Report as of May 31, 2024 | 266 - 311 |

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Thursday, July 11, 2024, by 5:30 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

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

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



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Council to receive a briefing on the Comprehensive Plan proposal selected by members of the Comprehensive Plan Committee.

Vision Statement:

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

STAFF RESPONSIBLE:

David Kees, Assistant to the City Manager

BACKGROUND/HISTORY:

A request for proposals was issued for updates to the City's Comprehensive Plan. Eight proposals in all were received, and three firms were invited to give presentations on June 14. Councilmembers Gooden, Cherry-Brown, and Pennebaker, serving as representatives of the Comprehensive Plan Committee, evaluated the firms based on their presentations. MRB Group was selected as the firm to perform the update, and they have provided the city with a proposal. The proposal will also be presented to the DCEDC, and if both Council and the DCEDC approve it, then an agenda item for final approval will be brought back at the joint meeting of the City Council and DCEDC on July 30.

POLICY EXPLANATION:

Council will be briefed on the Comprehensive Plan Proposal from MRB.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Presentation only. No action required.

ATTACHMENTS:

[C. Duncanville - CompPlan Scope and Fee \(6-28-2024\)](#)

www.mrbgroup.com

June 27, 2024

Douglas Finch, City Manager
City of Duncanville
203 East Wheatland Road
Duncanville, Texas 75116

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
CITY OF DUNCANVILLE COMPREHENSIVE PLAN/ECONOMIC DEVELOPMENT STRATEGY**

Dear Mr. Finch:

The City of Duncanville has shown a commitment to intentional growth and development, and the provision of a strong quality of life for its residents. A comprehensive plan and economic development strategy set forth a clear course of action for the City and your stakeholders to advance toward a clear, unified vision for the ideal Duncanville.

In accordance with our formal proposal, dated March 26, 2024, this agreement serves to formalize our engagement to provide professional services for the development of a comprehensive plan. Additionally, in alignment with the recently developed Economic Development Organizational Plan developed by MRB Group, and at the City's request, we have also provided a proposed scope for the development of a complementary economic development strategy.

I. Project Overview

The comprehensive plan and complementary economic development strategy address key elements of the City's overarching policy framework. While strongly aligned, each can be independently used to address critical decisions facing Duncanville's leadership over the next twenty years.

A. Comprehensive Plan

This policy document, and the associated development process, works to develop a clear, unified vision for the City, and to identify those overarching strategic imperatives and near-term goals/actions necessary to advance you toward the vision.



Douglas Finck, City Manager
City of Duncanville

RE: COMPREHENSIVE PLAN / ECONOMIC DEVELOPMENT STRATEGY

June 27, 2024

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- B. Economic Development Strategy
This framework assists the City in focusing resources and effort on those economic development initiatives that will drive those investments in the community that result in strength of place, wealth creation for residents, and revenues to support City operations.

II. Scope of Services and Compensation

To maximize the efficiency of delivery and enhance value for City investment, these two strategy frameworks will be developed in tandem; capturing economies of scale and ensuring no duplication of effort.

- A. Comprehensive Plan
Our team will assist the City in the development of a unified vision and associated strategies for growth, development, and enhancement of quality of life, including:
 1. Development of a project management framework, including bi-weekly project management meetings with City project leadership, and monthly progress reports to City Council
 2. Facilitation of ten (10) monthly meetings with a project steering committee, selected by City leadership, and representing the diversity of the Duncanville community
 3. Development and execution of a Public Engagement Strategy; leveraging a diverse set of tools to reach as broad a segment of the community as possible
 4. Development of an existing conditions profile that summarizes demographic and economic conditions and trends, City facilities, services, and other operations, and other local indicators that will influence the planning process
 5. Creation of a clear vision statement to serve as the anchor of the plan, and 4 – 6 governing principles that address the decision making framework for the City
 6. Development of 4 – 6 priority policy areas, and associated strategies and goals



Douglas Finck, City Manager
City of Duncanville

RE: COMPREHENSIVE PLAN / ECONOMIC DEVELOPMENT STRATEGY

June 27, 2024

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7. Development of a future land use plan that identifies preferred development patterns and allocated land uses
8. Development of a five-year implementation framework to address initial actions to be taken by the City is advancing toward your vision
9. Final presentation to City Council and support in adoption

Subtotal of A, Items 1-9 \$134,750.00

B. Economic Development Strategy

Our economic development team will assist the City and your stakeholders in crafting a business recruitment, retention, and expansion strategy, including:

1. Creation of an economic base report, analyzing real estate, workforce, and other market data associated with the economic potential of the City
2. Interviews with regional stakeholders, including real estate investors, major employers, and other potential economic development partners to determine development preferences and capacity
3. Inventory of key development sites, including locations, site conditions, infrastructure capacity, land use designations, and other factors influencing development
4. Development of a series of recommended actions, policies, funding sources, and other implementation elements designed to address your development priorities
5. Meetings with Duncanville Economic Development Corporation to refine the final strategy goal areas

Subtotal of B, Items 1-5..... \$23,500.00

Total Compensation \$158,250.00



Douglas Finck, City Manager
City of Duncanville

RE: COMPREHENSIVE PLAN / ECONOMIC DEVELOPMENT STRATEGY

June 27, 2024

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The cost figures shown above represent our lump sum amount. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Project Schedule

The plan development processes will run concurrently and are expected to be completed within twelve months from project kickoff through adoption.

IV. Additional Services

The following items, not included in the above services can be provided on a personnel time-charge basis, but would only be performed upon receipt of your authorization.

- A. The project development process anticipates ten (10) monthly meetings with the project steering committee and a 12-month project completion schedule. Additional meetings and / or time extensions requested by the client may be facilitated on a time and expense basis.
- B. Implementation monitoring and performance measurement
- C. Capital project development

V. Commencement of Work

Upon receipt of the signed proposal, MRB Group will begin work on the project.

VI. Standard Terms and Conditions

Attached hereto and made part of this Agreement is MRB Group's *Standard Terms and Conditions*.



Douglas Finck, City Manager
City of Duncanville
RE: COMPREHENSIVE PLAN / ECONOMIC DEVELOPMENT STRATEGY
June 27, 2024
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If this proposal is acceptable to you, please sign where indicated and return one copy to our office. Thank you for your consideration of our firm. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Trey Taylor".

Trey Taylor, PE
Central Texas Operations Manager

A handwritten signature in black ink, appearing to read "Matt Horn".

Matt Horn
Director, Local Government Services

<https://mrbgrou365.sharepoint.com/sites/Proposals/Shared Documents/Texas/Duncanville, City of/O-24-0342 Comprehensive Plan/City of Duncanville Comp Plan.docx>

PROPOSAL ACCEPTED FOR THE CITY OF DUNCANVILLE BY:

_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>



**MRB GROUP, P.C.
AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS**

A. TERMINATION

This Agreement may be terminated by either party with seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this Agreement is so terminated, the Professional Services Organization (hereinafter referred to as P.S.O.) shall be paid for services performed on the basis of his reasonable estimate for the portion of work completed prior to termination. In the event of any termination, the P.S.O. shall be paid all terminal expenses resulting therefrom, plus payment for additional services then due. Any primary payment made shall be credited toward any terminal payment due the P.S.O. If, prior to termination of this Agreement, any work designed or specified by the P.S.O. during any phase of the work is abandoned, after written notice from the client, the P.S.O. shall be paid for services performed on account of it prior to receipt of such notice from the client.

B. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data and other documents prepared by the P.S.O. are instruments of service and shall remain the property of the P.S.O. The client shall not reuse or make any modification to the instruments of service without the written permission of the P.S.O. The client agrees to defend, indemnify and hold harmless the P.S.O. from all claims, damages, liabilities and costs, including attorneys' fees, arising from reuse or modification of the instruments of service by the client or any person or entity that acquires or obtains the instruments of service from or through the client.

C. ESTIMATES

Since the P.S.O. has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the P.S.O. does not guarantee the accuracy of such estimates as compared to the Contractor's bid or the project construction cost.

D. INSURANCE

The P.S.O. agrees to procure and maintain insurance at the P.S.O.'s expense, such insurance as will protect him and the client from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the negligent performance by the P.S.O. or his representative.

E. INDEPENDENT CONTRACTOR

The P.S.O. agrees that in accordance with its status as an independent contractor, it will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.



F. SUCCESSORS AND ASSIGNS

The client and the P.S.O. each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the client nor the P.S.O. shall assign, submit or transfer his interest in this Agreement without the written consent of the other.

G. P.S.O. NOT RESPONSIBLE FOR SAFETY PROVISIONS

The P.S.O. is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The P.S.O. is not responsible for the Contractor's failure to execute the work in accordance with the Contract Drawings and/or Specifications.

H. INVOICES AND PAYMENT

Client will pay MRB Group, P.C. for services in respect of the period during which Services are performed in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All invoices are due upon receipt. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If client fails to pay any invoice when due, MRB may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice by MRB to client. Notwithstanding any termination of Services by MRB for non-payment of Invoices, Client shall pay MRB in full for all Services rendered by MRB to the date of termination of Services plus all interest and termination costs and expenses incurred by MRB that are related to such termination. Client shall be liable to reimburse MRB for all costs and expenses of collection, including reasonable attorney's fees.

I. FEES REQUIRED FROM JURISDICTIONAL AGENCIES

MRB Group, P.C. is not responsible for nor does the Compensation Schedule established in the Agreement include fees or payments required of jurisdictional agencies. The client herein agrees to pay all application, entrance, recording and/or service fees required by said agencies.

J. P.S.O. NOT AN EMPLOYEE

The P.S.O. agrees not to hold himself out as an officer, employee or agent of the Owner, nor shall he make any claim against the Owner as an officer, employee or agent thereof for such benefits accruing to said officers, employees or agents.

K. INDEMNITY

The Owner will require any Contractor and Subcontractors performing the work to hold it harmless and indemnify and defend the Owner and P.S.O., their officers, employees and agents from all claims resulting from the Contractor's negligence in the performance of the work.



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Council to receive a briefing on Section 16A - Sign Guidelines in the Code of Ordinances and deliberate possible changes.

Vision Statement:

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

STAFF RESPONSIBLE:

David Kees, Assistant to the City Manager

BACKGROUND/HISTORY:

Council to receive a briefing on Section 16A - Sign Guidelines in the Code of Ordinances and deliberate possible changes.

POLICY EXPLANATION:

Council to receive a briefing on Section 16A - Sign Guidelines in the Code of Ordinances and deliberate possible changes.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Briefing only, no action required.

ATTACHMENTS:

[Sign Ordinance](#)

Chapter 16A - SIGN GUIDELINES

*Footnotes:**--- (1) ---*

Editor's note— Ord. No. 1909, § 1, adopted Oct. 5 2004 repealed the former Ch. 16A §§ 16A-1—16A-41 and enacted a new Ch. 16A as set out herein. The former Ch. 16A pertained to similar subject matter and derived from Ord. No. 1539, § 1, adopted Apr. 21, 1998; Ord. No. 1572, § 1, adopted June 15, 1999; Ord. No. 1859, § 12, adopted Sept. 16, 2003; Ord. No. 1892, § 1, adopted Sept. 20, 2004.

Cross reference— Administration, ch. 2; buildings and building regulations, ch 5; mobile homes, ch. 12A; peddlers, solicitors and itinerant vendors, ch. 13; streets and sidewalks, ch. 17; taxicabs, ch. 18A; traffic, ch. 19; zoning, app. A; subdivision regulations, app. B.

ARTICLE I. - GENERAL PROVISIONS

Sec. 16A-1. - Title.

These regulations shall be known as the Duncanville Sign Ordinance, may be cited as such, and will be referred to herein as "this chapter."

The regulations of this chapter are intended to coordinate the use, placement, physical dimensions and design of all signs within the city. The purpose of these regulations is to promote the public health, safety and welfare, and develop an appropriate visual appearance within the city by:

- (1) Protecting the public from damage or injury caused by signs which are poorly designed or maintained and from distractions or hazards to pedestrians or motorists caused by the indiscriminate placement or use of signs; and
- (2) Maintaining property values by eliminating signs that are incompatible with the surrounding land uses; and
- (3) Encouraging a viable economic environment through uniform control of signs; and
- (4) Facilitating communication by means of well-designed and proportioned signage; and
- (5) Encouraging quality sign design to promote a better visual environment; and
- (6) Enhancing the physical appearance of the city through a program that ensures the removal of inadequately maintained, illegal signs within a reasonable time period.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-2. - Scope.

- (a) The purpose of this chapter is to provide minimum standards to promote life, health, safety, property and public welfare by regulating and controlling the design, quality of materials, construction, location, electrification, illumination and maintenance of all signs in the city.
- (b) The regulations of this chapter are not intended to permit any violation of the provisions of any other law.
- (c) In the event of conflicts, actual or perceived, in the terms or requirements of this chapter, the most restrictive interpretation shall apply.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-3. - Enforcement.

- (a) *Authority.* The building official is hereby authorized and directed to enforce all the provisions of this chapter. For such purposes the building official has the powers of a code enforcement officer.
- (b) *Right of entry.* Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever the building official has reasonable cause to believe that there exists in any building or upon any premises any condition which violates the provisions of this chapter, the building official may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by this chapter. If such building or premises is occupied, the building official shall first present proper credentials and request entry; and if such building or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the building official shall have recourse to every remedy provided by law to secure entry.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-4. - Responsibility for compliance.

Any permittee, owner, manager, agent, occupant, person or persons in charge of a premises; person or persons having the beneficial use of the property on which a sign is erected, maintained or displayed; the owner of the land or structure on which a sign is located; a contractor or person or persons in charge of erecting, maintaining or displaying a sign; or, anyone who causes a sign to be erected, displayed or maintained,

are all subject to the provisions of this chapter.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 1978, § 1, 4-4-06)

ARTICLE II. - DEFINITIONS

Sec. 16A-5. - Definitions.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A-frame sign. A temporary sign with two faces designed to stand independently of other structures or fixtures. The top edges of both sign faces may be connected or placed together.

Alter. To change the size, shape, outline, configuration, intent, location or type of sign.

Apartment sign. A sign used in identifying or advertising an apartment building or complex of apartment buildings.

Area of a sign. The area of a sign shall be measured as the area within a series of straight lines around the outermost extremities of all text, symbols, graphics, advertising surfaces, framing, background and ornamentation, but not including sign poles or other supporting structures. If dimensions and a means of calculating the area of circular, oval-shaped or triangular signs are readily available, they may be used for such signs.

Awning. An architectural projection designed to provide weather protection, identification or decoration, and supported by the structure to which it is attached. An awning is composed of a frame over which is placed a cover of fabric or other material.

Banner. A temporary sign, other than a decorative civic flag or banner, constructed of fabric or other nonrigid material and erected so as to be visible from the outside of a structure.

Building official. The Building Official of the City of Duncanville or the building official's authorized representative.

Bulletin board. A sign containing information where a portion of such information may be periodically changed, providing that such change shall be effected by the replacement or interchange of letters, numbers or other graphic symbols by insertion, attachment, or similar means.

Canopy. A roof-like structure of permanent construction, either freestanding or supported by an adjacent structure and open on two or more sides. Examples of canopies include those structures erected above the fuel pumps at a service station or the lanes of a drive-thru facility.

Canvassing shall mean where one person engages another person by a verbal exchange, provides literature or brochure to another person with a message that involves any message or advertisement of any kind or manner.

Changeable advertisement. A permanent sign comprised of a fixed frame of a type approved by the building official holding a removable promotional placard or insert.

City. The City of Duncanville, Texas.

"Coming Soon" sign. A sign which announces the beginning or opening of a business, activity, event or institution in the near future.

Contractor sign. A minor sign advertising any contractor, builder or other firm performing work on a property.

Decorative civic flag or banner. Any sign made of light-weight plastic, fabric or other non-rigid material suspended from structural members when used to promote any local community project or event sponsored or co-sponsored by the City of Duncanville, the Duncanville Independent School District, or the Duncanville Chamber of Commerce.

Designated sign area. That part of a structure specified by the building official for the display of wall signage by occupancies above the first floor and not having display frontage.

Development directional sign. A temporary off-premise sign which provides traffic direction to new residential development.

Digital billboard. An off-premise sign displaying digital static images that change message of copy by electronic means.

Dilapidated or deteriorated condition.

- (1) That condition as determined by the building official in which any part of a sign is chipped, flaked, faded, corroded, rusted, broken, damaged, defective, missing, torn, bent, dented, cracked, splintered, twisted, inoperable, wrinkled, loose, sagging or otherwise in disrepair, or
- (2) Where the message or wording is faded or can no longer be clearly read; or
- (3) Where any part of the sign is not in compliance with the requirements of the building, electrical or other model codes currently adopted by the city; or
- (4) Where a sign is more than ten degrees out of vertical alignment.

Directory sign. A sign used for listing the occupants within shopping centers, industrial sites, retail districts, office districts and commercial sites.

Directional sign. A sign designed specifically for the purpose of directing or providing guidance to vehicular and pedestrian traffic on private property.

Display frontage. The length of that side of a structure through which the majority of customers, patrons or visitors enter the structure. Also, any wall of a structure adjacent to a public way or public access area no less than 70 percent of the area of which is composed of clear glass windows or doors.

Distribute shall mean to deposit, place, throw, scatter, hand out, give or leave any handbill at any location with the city.

Election day shall mean any day on which a polling place is open to the public for voting pursuant to the Texas Constitution, the Texas Election Code, the City of Duncanville Charter, or local ordinance.

Election sign shall mean a sign promoting, supporting or opposing a candidate for a political or governmental elected office; or sign promoting, supporting or opposing a proposition referendum or initiative for a local, state or national election.

Electioneering sign shall mean a sign promoting, supporting or requesting an election or defeat of a candidate for political or governmental office; or a sign promoting, supporting or opposing a proposition referendum or initiative for a local, state or national election.

Erect. To build, construct, attach, hang, place, suspend or affix a sign, including the painting of signs on the exterior surface of a building or structure or on the exterior or interior surface of a window.

Face. The surface or surfaces of a sign upon which the text or copy is displayed or illustrated.

Flag. A permanent sign made of fabric or flexible material containing distinctive colors, patterns, logos, wording or symbols used to signify or identify civic organizations or the governments of the United States, the State of Texas, Dallas County or the City of Duncanville, and generally designed to be mounted on one end so as to move in the wind.

Flexible face. A sign face composed of a flexible polymeric membrane manufactured specifically for use as a permanent sign face.

Front. One side of a structure through which the majority of customers, patrons or visitors enter the structure.

Garage sale sign. Any temporary promotional sign for the sale of personal household goods in a residentially-zoned district or on the property of a non-profit organization.

General business sign. A sign which is used to identify a business, profession, service, product or activity.

Ground sign. A temporary sign other than a minor sign, banner, pennant, portable sign, or searchlight, which is designed to be placed on or in the ground.

Handbill. Any printed, reproduced or written matter, any sample or device, dodger, circular, leaflet, pamphlet, card, advertising matter or any other matter or literature which directs attention to any person, business, organization, entity, product, service or event.

"Help Wanted" sign. A temporary sign that advertises opportunities for employment.

Highway sign. A pole sign exceeding 25 feet in height or 64 square feet in area placed on property adjacent to IH-20, US Hwy. 67 or any thoroughfare with right-of-way of 250 feet or greater.

Hood sign. A placard-like sign displayed in the open hood of a motor vehicle.

Identification sign. A sign used to identify the name of shopping centers, industrial, commercial, retail and office centers.

Illegal sign. Any sign which, when erected or displayed, was in violation of any applicable city rule, regulation, requirement or ordinance.

Illuminated sign. A sign which has characters, letters, figures, or designs illuminated by electric lights, luminous tubes or other means that are specifically placed to draw attention to, or to provide nighttime viewing of, the subject matter on the sign face.

Incidental sign. A sign, less than two square feet in surface area, of a noncommercial nature, intended primarily for the convenience of the public. Included are nameplates, signs designating restrooms, address numbers, hours of operation, entrances to buildings, directions, help wanted, public telephone and so forth.

Inflatable sign. A balloon or other device expanded or enlarged by the use of air or gas used as a sign or to support or display any sign.

Legal sign. Any sign which, when erected or displayed, complied with all applicable City rules, requirements, regulations and ordinances.

Legal nonconforming sign. Any legal sign that no longer conforms to current city rules, requirements, regulations and ordinances.

Logo. A formalized design or insignia of a company, entity or product which is commonly used in advertising to identify that company, entity or product.

Lot. An individual parcel or tract of land recorded by a plat or deed in the office of the appropriate county clerk.

Menu board. A sign that is used to list items, dishes, meals or specialties to be served.

Minor sign. Any small temporary sign generally, but not limited to being, supported in or on the ground by one or more stakes or other lightweight members.

Monument sign. A permanent sign having a low profile and made of stone, metal, wood, brick or other materials approved by the building official. A monument sign shall be solid from the ground up, and all poles or supports shall be concealed.

Multi-use sign. An identification sign combined with a directory sign.

Municipally-owned sign. A sign which identifies a park, an entrance to the city, a place of interest within the city, a city-sponsored event, or any municipally-owned facility.

New vehicle dealership. A business the primary occupation of which is the sale of new vehicles, as shown on the certificate of occupancy for that business.

Noncombustible material. Any material which will not ignite at or below a temperature of 1,200 degrees Fahrenheit and will not continue to burn or glow at that temperature, or shall have a flame spread of 25 or less.

Obsolete sign. A sign which no longer serves a bona-fide use or purpose conforming to this chapter, or a sign which advertises a business no longer in operation or a product or service no longer offered at that location.

Off-premise sign. A sign pertaining to a business, person, organization, activity, event, place, service or product not located or offered on the premises on which the sign is located. Off-premise signs include, but are not limited to, those signs commonly referred to as "billboards"; excluding a sign which is

- (1) Owned and operated by a nonprofit corporation or entity exempt from taxation under 26 USC 501(c)(6) of the Internal Revenue Code; and
- (2) Such sign is located on premises owned and operated by such entity; and
- (3) Such sign displays any of the following:
 - a. The names and addresses of its members;
 - b. Advertisements of its members;
 - c. Civic events; or
 - d. Municipal sponsored events.

On-premise sign. A sign erected at or upon the location referred to on the sign.

Pennant. A temporary sign made of lightweight plastic, fabric or other material, which may or may not contain a message of any kind, suspended from a rope, wires or string, usually in a series and designed to move in the wind.

Permanent sign. A sign constructed of any rigid material, with or without frames, permanently attached to the ground or to a wall, building or other structure, and displayed for an indefinite period of time. The following signs, as defined in this chapter, are considered permanent signs: changeable signs, flags, highway signs, monument signs, murals, pole signs and wall signs. All other signs are considered temporary signs.

Person. A person, firm, partnership, association, corporation, company, organization or entity of any kind.

Pole sign. A permanent sign attached or anchored to the ground, and supported by one or more poles.

- (1) Poles must be set in concrete bases or footings.
- (2) Pole signs may have no guys or braces attached to the ground or to other structures.
- (3) Internally illuminated pole signs shall be constructed of noncombustible materials, except that sign faces may be made of plastic or other slow-burning materials, but must be supported by noncombustible materials only.
- (4) The use of wood, non-painted steel supports (except for corten or similar steel) or other materials is prohibited unless specifically approved by the building official.

Political sign shall mean sign that contains a message concerning government, cultural significance or political, social, and/or environmental matters, including an election sign.

Polling places shall mean any real property and premises wherein federal, state or local election officials are conducting early or election day voting.

Portable sign. Any sign mounted on a base, chassis, pallet, frame, trailer, or on wheels or similar mobile structures, so as to be quickly and easily moved from one location to another.

Private real property. All privately owned real property except that which is subject to an easement or other encumbrance that allows a municipality or public utility to use the property for a public purpose.

Prohibited sign. Any sign not expressly permitted within this chapter or any sign specifically prohibited by this chapter.

Promotional sale sign. A sign used to designate special sales, offers, or hours of operation.

Property line. The line denoting the limits of legal ownership of property.

Public property shall mean real property, streets, alleys, parks, public building and grounds owned or under control of the city or other governmental entity, school district or any property designated as a lawful polling place under the Texas Election Code.

Readerboard. A sign having moveable or changeable alternating electronic advertisements.

Real estate sign. A temporary on-premise sign pertaining to:

- (1) The sale, rent, lease, financing or availability of any property, or
- (2) The direction of traffic within such real property.

Rear wall. The side or sides of a structure opposite that side which constitutes the front of the structure as defined above, or as determined by the building official.

Reface. To replace, renew, repaint or refurbish the face of a sign without altering the sign in any way.

Reflective display. A device attached to a single pole, post or stanchion and composed of streamers, tinsel or like material designed to attract attention by means of the reflection of light in an intermittent or variable manner.

Roof. Those parts of a structure other than vertical walls that provide protection from the elements.

Scoreboard. A permanent sign that displays scores, results, identification of donors, or other information pertinent to athletic activities.

Searchlight. An apparatus containing a light source and a reflector for projecting a high-intensity beam of approximately parallel rays of light.

Setback. The horizontal distance between any part of a sign and the property line adjacent to streets, highways or thoroughfares, or other public property.

Sign. That which attracts or directs attention by visual means to any object, product, service, place, activity, person, institution or business. A sign includes any fasteners, fixtures, methods, or structures by or upon which a sign is erected, attached, displayed, placed or mounted.

Temporary sign. A sign constructed of any material, with or without frames, not permanently attached to the ground or to a wall, building or other structure, and intended to be displayed for a limited time only. All signs not specifically named under the definition of permanent signs are considered temporary signs.

Vehicle. For the purpose of this chapter only, every device, whether motorized or nonmotorized, in, upon or by which any persons or property is or may be transported or drawn upon a street, highway, or a driving or parking surface.

Vehicle repair facility. A business whose major function is the repair or reconditioning of vehicles as specified on the certificate of occupancy issued for the business.

Visibility triangle.

- (1) Where two streets intersect, the visibility triangle is the area that shall be formed by measuring along both curb lines a distance of 45 feet from their point of intersection. The two points thus located are connected by an imaginary line to form a triangle.
- (2) Where no curbs exist, the visibility triangle shall be formed by measuring along both property lines a distance of 30 feet from their point of intersection. The two points thus located are connected by an imaginary line to form a triangle.
- (3) Where a street intersects an alley or driveway, the visibility triangle shall be formed by measuring along both property lines a distance of eight feet from their point of intersection. The two points thus located are connected by an imaginary line to form a triangle.

Voting period shall mean the early voting period, election day when polls close or the last voter has voted, whichever is later on election day, including any election runoff period or day.

Wall sign.

- (1) A permanent sign other than a mural erected, displayed or maintained on the wall of a building.
- (2) A sign attached to or painted upon an awning and visible to the exterior shall be considered a wall sign.
- (3) Neon tubing attached directly to a wall surface shall be considered a wall sign when forming a border for the subject matter, or when attracting or directing attention to the subject matter, or when forming letters, logos or pictorial designs.
- (4) Internally illuminated wall signs shall be constructed of noncombustible materials, except that sign faces may be made of plastic or other slow-burning materials.
- (5) Signs suspended from canopies, soffits, eaves, overhangs or similar structures shall be considered wall signs.

Window sign. A sign painted on or attached to a window or erected, displayed or maintained inside a structure within five feet of a window and visible through such window.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 1978, § 2, 4-4-06; Ord. No. 2106, §§ 1, 2, 2-16-10; Ord. No. 2109, § 1, 4-6-10; Ord. No. 2130, § 1, 11-16-10; Ord. No. 2136, § 1, 3-15-11; Ord. No. 2193, § 2, 3-19-13; Ord. No. 2262, § 1, 12-1-15; Ord. No. 2428, § 1, 2-15-22)

ARTICLE III. - SIGN CONTROL BOARD

Sec. 16A-6. - Sign control board.

- (a) *Creation.* There is hereby established a sign control board consisting of seven members.
- (b) *Qualifications.* Members shall be residents of the city and/or business or property owners, and registered voters.
- (c) *Term.* Members shall be appointed by the city council for a period of two years. A member shall be eligible for reappointment but may not serve in excess of six consecutive years unless a longer term is approved by the city council. In the event of a vacancy, the city council shall appoint a member to serve the unexpired term. In the event a replacement or reappointment has not been made at the end of a member's designated term, said member will continue to serve until reappointed or replaced. Members may be removed for cause by the city council.
- (d) *Compensation.* Members shall serve without compensation.
- (e) *Quorum.* A majority of members, which is four members, shall constitute a quorum. In the event of the absence of the chairman and vice-chairman, the four members constituting the quorum shall elect for that meeting a member to preside as acting chairman and assume the duties of chairman.
- (f) *Voting.* All motions shall be decided by a simple majority of the members present. A tie vote shall constitute failure of the motion.
- (g) *Meetings.* All meetings shall be open to the public. The board shall establish the dates, time and place of meetings.
- (h) *Records.* All proceedings of the sign control board shall be recorded in minutes of meetings and such minutes approved and made a matter of public record.
- (i) *Powers and duties.* The sign control board shall have the following powers and perform the following duties:
 - (1) The city council authorizes the sign control board to sit as a board of appeals in public hearings with regard to this chapter. In considering requests for variances from this chapter, the sign control board shall have the following powers and perform the following duties:
 - a. Consider, but not limited to:

1. The degree of variance,
 2. Reason(s) for variance,
 3. Location of variance,
 4. Duration of variance,
 5. Effect of the variance on public safety,
 6. Protection of neighborhood property,
 7. Degree of hardship or injustice involved,
 8. Proximity of existing nonconforming signs to the location of the requested variance, as well as the height and area of such signs, and
 9. The effect of the variance on the general plan for signage within the city.
- b. The sign control board shall:
1. Grant the variance requested, or
 2. Grant a variance of lesser nature than requested, or
 3. Deny the variance requested.
- (2) All action on variance requests shall be submitted to the city council for review, and such decisions of the board shall become final unless reversed or modified by the city council at the second regular city council meeting following the sign control board meeting at which formal action was taken by the board. In reviewing the action of the board, or variance requests, the council shall consider the records made at the hearing before the sign control board.
- (3) The sign control board may conduct continuing studies of sign ordinances in neighboring municipalities as well as other cities where such study will assist in upgrading the function of signage within the city and make recommendations to the city council where appropriate.
- (4) The sign control board may conduct a review of all nonconforming signs and variances granted and determine their desirability and effects upon the neighborhood and city and make recommendations to the city council where appropriate.
- (5) The sign control board may evaluate the benefits and disadvantages of new signing techniques.
- (6) The sign control board may discuss the planning of signage in new or existing developments upon request of the developer.

- (7) The sign control board shall conduct studies and prepare opinions or general plans as requested by the city council.
- (8) The sign control board shall perform any duties specified elsewhere in this chapter.
- (9) The sign control board may, from time to time, recommend to the city council any changes or amendments to this chapter.
- (10) Requests for placement of permanent signs on property owned by the city may only be considered by the city council.
- (11) In any case in which a permitted sign has been erected and is found by the building official to be unacceptable with regard to its construction or appearance, the building official may refer the matter to the sign control board, which shall determine whether the sign may remain as erected, must be changed, or must be removed.

(Ord. No. 1909, § 1, 10-5-04)

ARTICLE IV. - PERMITS, FEES AND INSPECTIONS

Sec. 16A-7. - Sign permit required.

It shall be unlawful for any person to maintain, display, erect, replace, repair, alter or reface any sign or to cause same to be maintained, displayed, erected, replaced, repaired, altered or refaced within the city without first obtaining a permit to do so from the building official, except as may be hereinafter provided.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 1978, § 3, 4-4-06)

Sec. 16A-8. - Signs exempt from permit.

A permit shall not be required for the following signs; provided, however, such signs shall otherwise comply with all other applicable sections of this chapter.

- (1) One temporary rigid wall sign not exceeding eight square feet in area, which advertises the sale, rental or lease of the premises on which such sign is located.
- (2) Memorial plaques, building identification signs, and building cornerstones when cut or carved into the masonry surface or when made of noncombustible material and made an integral part of the building or structure. These signs not to exceed four square feet in area.

- (3) On-site directional signs not exceeding eight square feet in area and four feet in height, provided such signs do not contain advertising and are not used as such. Directional signs are only permitted behind the property line.
- (4) Political signs.
- (5) Traffic or other municipally owned signs, legal notices, danger and such emergency, temporary or nonadvertising signs as may be approved by the city council or the city manager or authorized representative, when placed in compliance with the Uniform Manual on Traffic Control Devices and applicable city ordinances.
- (6) Signs fabricated into windscreens for tennis courts on city park facilities only for identification purposes.
- (7) Temporary special occasion announcement signs on residential lots for a maximum time limit of five days.
- (8) Religious emblems when installed in compliance with the zoning and construction codes.
- (9) Seasonal decorations other than banners or other signs, for a maximum of 60 days, provided traffic visibility is not affected.
- (10) Incidental signs.
- (11) The changing of messages, panels, faces or copy of signs designed and intended to be changed on a regular basis, provided the sign is not altered. Examples of such signs are theater marquees, bulletin boards, menu boards, fuel prices, and changeable advertisements.
- (12) Minor signs, except as required elsewhere in this chapter.
- (13) Temporary signs for public, educational and religious activities which do not exceed 16 square feet. Maximum of one per property. Maximum use period of 30 days and maximum total use of 180 days in a calendar year.
- (14) Bulletin boards not exceeding 32 square feet in area for public, charitable, educational, or religious institutions when such are located on the premises of said institutions and do not exceed 15 feet in height measured from ground level and do not exceed one per institution, except for sites abutting more than one public street in which case a maximum of two bulletin boards per site will be allowed. Where two bulletin boards are allowed, they shall be located on separate streets.
- (15) Window signs.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 1978, § 4, 4-4-06)

Sec. 16A-9. - Application for sign permit.

Application for a sign permit shall be made in writing upon forms furnished by the building official. Such application shall contain the location by street and number of the proposed sign structure, as well as the name and address of the owner and the sign contractor or erector. The building official may require the filing of plans or other pertinent information where in the building official's opinion such information is necessary to insure compliance with this chapter.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-10. - Permit fees.

Nonrefundable permit fees for each sign shall be as provided for in the City of Duncanville Master Fee List.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-11. - Permit valid for only sixty days.

If the work authorized by a permit issued under this chapter has not been commenced within 60 days after the date of issuance, the permit shall become null and void.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-12. - Permit revocable.

(a) The building official may suspend or revoke any permit issued under the provisions of this chapter whenever:

- (1) It is determined by the building official that the permit is issued in error or on the basis of incorrect or false information supplied,
or
- (2) A sign for which such permit is issued violates any of the provisions of this or any other ordinance of this city or laws of this state
or the federal government.

(b) Such suspension or revocation shall be effective when communicated in writing to the person to whom the permit is issued, the owner of the sign or the owner of the premises upon which the sign is located.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-13. - Persons ineligible to receive permits.

The building official is hereby authorized to withhold issuance of a sign permit to any person who has previously failed or refused to pay any fees or costs assessed under the provisions of this chapter, or who is currently in violation of any provision of a city ordinance, until such fees are paid or ordinance violations are abated.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-14. - Work done without a permit.

- (a) *Investigation.* Whenever any work for which a permit is required by this chapter has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.
- (b) *Fee.* An investigation fee, in addition to the permit fee, may be collected, whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-15. - Inspections.

- (a) All signs for which a permit is required shall be subject to inspection by the building official.
- (b) Footing or pier hole inspections may be required by the building official for all signs having same.
- (c) All signs containing electrical wiring shall be subject to the provisions of the governing electrical code, and the electrical components used shall bear the label of an approved testing agency.
- (d) All signs may be reinspected at the discretion of the building official.

(Ord. No. 1909, § 1, 10-5-04)

ARTICLE V. - MAINTENANCE AND REMOVAL OF SIGNS

Sec. 16A-16. - Maintenance of signs.

- (a) All signs shall be kept in a proper state of repair and preservation. It is a violation of this chapter to keep or allow to be kept any sign in a dilapidated or deteriorated condition.
- (b) The building official may cause the repair or removal of any sign that is not maintained in accordance with the provisions of this chapter. All expenses incurred by the city incidental to such repair or removal may be placed as a lien against the property from which the sign is removed.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-17. - Removal or repair of unsafe signs.

If the building official shall determine that any sign is unsafe, unsecure or a public nuisance, the building official shall give written notice to the person or persons responsible for such sign. If the permittee, owner, manager, occupant, agent or person having beneficial use of the property or structure(s) upon which such sign is mounted or located fails to remove or repair the sign within ten days after such notice, such sign may be removed by order of the building official at the expense of the permittee, owner, manager, occupant, agent or person having beneficial use of the property upon which it is located. The building official may cause any sign which is an immediate hazard to persons to be removed summarily and without notice. All expenses incurred by the city incidental to such removal may be placed as a lien against the property from which the sign is removed.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-18. - Removal of obsolete signs.

- (a) Any sign declared by the building official to be an obsolete sign shall be removed by the owner, manager, occupant, agent or person having beneficial use of the property or structure(s) upon which such sign is erected. Removal shall be effected within ten days of the date of written notification to do so from the building official.
- (b) Upon failure to comply with such notice, the building official is hereby authorized to cause the removal of such sign, and any expense incidental thereto shall be paid by the owner, manager, occupant, agent or person having beneficial use of the property or structure(s) upon which such sign is mounted or located. All expenses incurred by the city incidental to such removal may be placed as a lien against the property from which the sign is removed.

(Ord. No. 1909, § 1, 10-5-04)

ARTICLE VI. - SIGN PLACEMENT

Sec. 16A-19. - Exceptions to setback requirements.

- (a) The building official may approve temporary exceptions to setback requirements if the following conditions are met:
 - (1) The existing street right-of-way is greater than necessary to accommodate current pavement width but will be necessary to meet future roadway design requirements; and
 - (2) Traffic visibility shall not be obstructed; and
 - (3) The sign shall be located entirely on private property.
 - (4) The person or organization granted the exception must in writing acknowledge understanding that:
 - a. The building official may issue notice requiring compliance with current ordinances within 90 days of the date of such notice; and
 - b. All expenses incurred in achieving compliance shall be borne by the person or organization responsible for achieving such compliance; and
 - c. In the event that this notice is not complied with, the city may enter the property, cause the removal of the sign, and place a lien against the property for all expenses incurred by the city.
- (b) The building official may require a setback greater than those specified in this chapter when the building official determines that such is necessary to provide adequate visibility or safety for vehicular traffic.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-20. - Sign use on public property.

- (a) Notwithstanding other requirements of this chapter, the city manager may approve the placement of decorative civic flags or banners or minor signs on public property on a temporary basis, for the following purposes:
 - (1) Seasonal events.

- (2) Special occasions.
- (3) Civic or community projects, celebrations or events sponsored or co-sponsored by the City of Duncanville, the Duncanville Independent School District, or the Duncanville Chamber of Commerce.
- (b) Such approval shall not constitute any type of permanent right, easement or license for the use of public property.
- (c) The city may install decorative civic flags or banners on a year-round basis on public property or right-of-way when attached to permanent or other structural members or supports, including, but not limited to, electric light poles.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-21. - Legal nonconforming signs.

- (a) Legal nonconforming signs may be maintained as erected, however such signs must be brought into compliance with current rules, requirements, regulations and ordinances whenever:
 - (1) The sign is altered, or
 - (2) The sign is destroyed or damaged such that the cost to repair the sign is equal to or greater than 50 percent of its replacement cost, or
 - (3) The property remains vacant or without a current certificate of occupancy issued by the city for a period of six months or longer.
- (b) If the only alteration to a legal nonconforming sign consists of refacing, the sign may be otherwise maintained as erected.
- (c) Existing legal nonconforming off-premise billboard signs may be altered by conversion to digital billboards as specified in section 16A-22(c)(2)b and c.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 2136, § 2, 3-15-11)

ARTICLE VII. - PROHIBITIONS

Sec. 16A-22. - Prohibited signs and activities.

- (a) *Signs not otherwise described.* Any sign, placement or use of a sign not specifically described or allowed by this chapter is prohibited.
- (b) *Safety and traffic.*

- (1) Any sign erected in a manner that would confuse or obstruct the view or interpretation of any official traffic sign, signal or device is prohibited.
- (2) No sign shall be erected or material distributed in such a manner as to constitute a public hazard, menace or danger.
- (3) No sign may be erected within the visibility triangle when determined by the city's traffic engineer or the building official to constitute a traffic hazard.

(c) *Certain illuminated signs prohibited.*

- (1) No sign shall be illuminated to such an intensity or in such a manner as to constitute a traffic hazard.
- (2) Moving, flashing, animated, intermittently lighted, changing color, revolving or similarly constructed signs, beacons, jump clocks or digital devices showing pricing information, the time, temperature and similar data are prohibited.

Exceptions:

- a. Scoreboards.
- b. Signs with changeable electronic messages or images as permitted and approved by the building official.
 1. The message or image displayed in such signs shall not change more often than once in every eight seconds. All message changes shall be completed within two seconds, and must occur simultaneously on the entire sign face.
 2. Moving, animated, flashing, intermittent, scrolling or streaming messages or images shall not be permitted, nor may changeable electronic signs consist of a static image projected upon a stationary object.
- c. Existing legal nonconforming off-premise billboard signs, as defined herein, may be converted to digital billboards subject to the restrictions for changeable electronic messages or images shown in section 16A-22(c)(2)b. above, subject to:
 1. No portion of such sign shall be closer than five feet from the right-of-way line of a controlled access freeway.
 2. A minimum linear spacing of 1,500 feet, as measured from the display surface, shall be required between one digital billboard and any other digital billboard on the same side of the roadway.
 3. A digital billboard shall incorporate systems/devices that will automatically freeze the sign in one position if a malfunction or damage occurs and adjust the brightness/intensity of the display according to ambient natural light conditions.
 4. The owner and/or lessee of a digital billboard shall coordinate with the city to display emergency information critical to the traveling public, such as AMBER ALERTS from a National Center for Missing and Exploited Children (NCMEC) authorized source, and other alerts involving terrorist attacks, natural disasters. Emergency messages are to remain in the display's

rotation according to the designated issuing agency's protocols.

5. If the city determines that a digital billboard causes glare or otherwise impairs the vision of the driver of a motor vehicle or otherwise interferes with the operation of a motor vehicle, the owner or its lessee of the sign, within 12 hours of a request by the city, shall reduce the intensity of the display to a level specified by this Code, or to an alternative setting that satisfactorily mitigates the specific impairment to the driver as determined by the city.
6. The owner or its lessee of a digital billboard shall provide the city contact information for a person who is available to be contacted at any time and who is able to turn off the display promptly should a billboard malfunction or damage occur.
7. A digital billboard or its message, content and/or image shall not be configured to resemble a warning or danger signal or cause a driver to mistake the digital billboard or its message, content and/or image for a warning or danger signal.
8. A digital billboard or its message, content and/or image shall not resemble or simulate any lights or official signage used to control traffic in accordance with the currently adopted edition of the TXDOT Manual on Uniform Traffic Control Devices.
9. The conversion of existing legal nonconforming off-premise billboard signs to digital billboards shall only be allowed for billboards adjoining Interstate Highway 20 or U.S. Highway 67.
10. All requests for permits for the conversion of an existing conventional billboard to a digital billboard shall be processed in the following sequential manner:
 - i. If the applicant satisfies the requirements of this section, the city will issue a preliminary permit granting permission for the digital billboard, subject to the granting of a permit by the Texas Department of Transportation, where applicable.
 - ii. The applicant shall obtain a permit from the Texas Department of Transportation allowing the requested conversion, and shall present a true copy of that permit to the city, not later than 12 months following the issuance of the preliminary permit. The preliminary permit shall expire 12 months after its issuance, without further action from the city, if no final sign permit has been issued in that time.
 - iii. If the applicant and the Texas Department of Transportation permit satisfy the requirements of this section, the city shall issue a final sign permit for the digital billboard.
 - iv. The preliminary permit shall expire 12 months after its issuance, without further action by the city, if no sign permit has been issued in that time.

d. One blinking or intermittently lighted "open-type" window sign may be displayed.

1. The area of such signs shall not exceed 3.25 square feet.

2. Such signs remain subject to all other requirements of this chapter, including section 16A-38.

(3) No portion of an illuminated sign shall have luminescence greater than 200 foot lamberts.

(4) No illuminated sign shall be erected within 150 feet of a residential district unless the lighting is shielded from view of the residential district.

(d) *Off-premise signs.*

(1) Except as specified in this chapter, all off-premise signs are prohibited. This includes all signs commonly referred to as billboards, except those which have been converted to digital billboards as specified in section 16A-22(c)(2)c.

(2) Where more than one business occupies the same property, no signage other than multi-use signs may be erected or displayed on any part of the property not occupied by the business erecting or displaying such sign.

(e) *Usage or content of signs.*

(1) Signs that display any obscene, indecent, suggestive or immoral matter as determined by the building official are prohibited. Decisions of the building official regarding that which constitutes such matter may be appealed to the sign control board.

(2) The use of any actual goods, wares, merchandise, vehicles or articles for sale or display as a sign or part of a sign is prohibited.

(3) Signs offering property or space for sale, rent or lease are prohibited when at least 80 percent of such property or space is occupied.

(4) No minor sign, banner or any other sign defined in this chapter or designated by the building official as a temporary sign shall be used or permitted for use as a permanent sign. No such sign may be displayed longer than 90 days unless a legally permitted permanent sign is also displayed at the location at which the temporary sign is displayed.

(f) *Miscellaneous prohibitions.*

(1) Except as specified in this chapter, no sign, name, number or advertising material other than building addresses may be applied to, placed or scattered upon streets, curbs, gutters, sidewalks, trees, rocks, natural features, fences, railings, public telephones, utility poles or any public property. Any sign found on public property or right-of-way may be seized. Removal and disposal of same are hereby authorized.

(2) No signage other than the main permitted signs shall be painted on or attached to the poles or support members of any sign.

- (3) No business may erect, maintain or display a sign unless a certificate of occupancy has been issued by the City of Duncanville, application for same has been received by the city, a building permit has been issued for construction of the business requesting the sign, or an agreement to rent, lease or buy a structure has been finalized by the business requesting the sign.
- (4) No sign may be painted, mounted, erected, maintained or displayed on the roof of a structure, or in such a manner as to extend above the walls of a structure. However, as an exception, wall signs may be attached to a mansard roof, provided that such signs do not extend above the top of the roof.
- (5) No portable sign shall be permitted.
- (6) No signs of any type are permitted on the rear wall of any structure.

Exceptions:

- a. One wall sign which displays the name and telephone number of the business may be displayed on the rear wall of a business located on a property adjacent to the right-of-way of Interstate Highway 20 or US Highway 67.
 - b. One wall sign used as a menu board may be displayed on the rear wall of a structure.
- (7) No sign may have more than two faces. The faces of a double-faced sign may not be separated by an angle greater than 45 degrees.
 - (8) No sign other than a banner, flag or pennant may be constructed of fabric or nonrigid material.

Exception: Flexible faces may be installed subject to the following requirements:

1. *Generally.*

- a. Flexible faces may be installed on cabinet-type signs only.
- b. Material used for flexible faces shall weigh no less than 16 ounces per square yard.
- c. Flexible faces shall be constructed of noncombustible materials, except that such faces may be made of slow-burning materials if supported by noncombustible materials only.

2. *Mounting of flexible faces.*

- a. Flexible faces shall be mounted securely in a sign cabinet by a system specified or recommended by the manufacturer of the flexible face and approved by the building official.
- b.

Flexible faces shall not be secured to the cabinet by screws, nails or other fasteners or methods that penetrate or tear the flexible face, except as specified or recommended by the manufacturer and approved by the building official.

3. *Permitting and inspection.*

- a. All signs with flexible faces are subject to inspection by the building official prior to erection to ensure that the requirements of all applicable ordinances, statutes, laws or codes have been met.
- b. No permit shall be issued until the applicant has provided the building official with documentation showing the weight of the flexible face and details of the mounting system.

(9) Signs shall not project from any surface of a vehicle.

(10) It shall be unlawful to permit any vehicle displaying signage to be parked, left or stood within 50 feet of the right-of-way of any street, highway or public way, such that it advertises the business named on the vehicle, except for the purpose of supervised transportation, loading or unloading of passengers or goods, or under specific conditions as determined by the building official.

(11) No inflatable sign shall be permitted except as may be hereinafter provided.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 1978, § 5, 4-4-06; Ord. No. 2106, §§ 3, 4, 2-16-10; Ord. No. 2136, § 2, 3-15-11; Ord. No. 2173, § 2, 4-17-12)

ARTICLE VIII. - RULES FOR SPECIFIC SIGN TYPES

Sec. 16A-23. - Banners.

(a) *Allowed uses:* Unrestricted.

Exception: May be not used as real estate signs except in areas zoned "Industrial", "Light Industrial" or "Heavy Industrial".

(b) *Permit:* Required for each banner visible from the outside of a structure.

(c) *Maximum height:* Not applicable.

(d) *Maximum area:* Forty square feet.

(e) *Placement:*

(1) Shall only be displayed by attachment to exterior walls of the building occupied by the business applying for the permit.

(f) *Maximum number:* Two per business address, however, each banner must be placed on a separate wall or structure.

Exception:

- (1) No more than one banner may be displayed on any single wall of a business.
- (2) Vehicle repair facilities may also display one banner per bay door.

(g) Duration:

- (1) Grand opening: maximum use period of two weeks within 90 days of certificate of occupancy issuance.
- (2) Other allowed uses: 30-day permit, with a maximum of three permits within a calendar year.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 1978, § 6, 4-4-06; Ord. No. 2173, § 3, 4-17-12; Ord. No. 2281, § 1, 8-16-16)

Sec. 16A-23.5. - Banners; vehicle repair facilities.

(a) Allowed uses: Unrestricted.

Exception: May not be used as real estate signs except in areas zoned "Industrial", "Light Industrial" or "Heavy Industrial".

(b) Permit: Required for each banner on exterior wall surfaces or structures or visible from the outside of a structure when bay doors are open and when banner is within ten feet of bay door opening.*(c) Maximum height:* Not applicable.*(d) Maximum area:*

- (1) Thirty square feet when mounted in or visible through bay doors.
- (2) Other banners: Forty square feet.

(e) Placement:

- (1) Banners within ten feet of bay doors must be secured such that banner will remain stable and will not move excessively in a moderate wind.
- (2) Other banners must be secured by all corners to building or supporting member(s), or banner must be mounted in a framework approved by the building official.

(f) Maximum number: Two per business address on exterior walls or structures. No more than one banner may be displayed on any single exterior wall or structure of a vehicle repair facility.

Exception: Vehicle repair facilities may also display one banner in each bay door.

(g) *Duration:*

- (1) Grand opening: maximum use period of two weeks within 90 days of certificate of occupancy issuance.
- (2) In bay doors: Maximum use period of 12 months per calendar year.
- (3) Other banners: 30-day permit, not to exceed six permits issued consecutively, with a maximum of twelve permits per calendar year.

(Ord. No. 1978, § 7, 4-4-06; Ord. No. 2173, § 4, 4-17-12)

Sec. 16A-24. - Changeable advertisement.

(a) *Allowed uses:*

- (1) Service stations/convenience stores.
- (2) Restaurants.

(b) *Permit:* Required.

(c) *Maximum height:* Eight feet.

(d) *Maximum area:* Eight square feet.

(e) *Placement:*

- (1) Frame must be securely mounted to wall or other permanent structure.
- (2) No changeable advertisement may be erected less than ten feet from any other changeable advertisement.
- (3) A changeable advertisement mounted on a pole other than a supporting member of a canopy shall be considered to be a pole sign and shall be subject to the regulations governing pole signs.

(f) *Maximum number:* Six per structure; maximum of ten per property.

Exception: Service stations may also erect one sign above each gas pump.

(g) *Duration:* Permanent.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 1978, § 8, 4-4-06)

Sec. 16A-25. - Development directional signs.

- (a) *Allowed uses:* Traffic direction to new residential development.
- (b) *Permit required.* Upon the issuance of a permit the applicant will receive a permit label that shall be affixed to the front of each sign. Any directional sign displayed on city right-of-way without a permit label will be removed and disposed of.
- (c) *Maximum height:* Three feet.
- (d) *Maximum area:* Six square feet.
- (e) *Placement:*
 - (1) No part of sign may be closer than one foot from back of curb or edge of sidewalk.
 - (2) May not be placed in medians.
- (f) *Maximum number:* Not applicable.
- (g) *Duration:* May not be displayed before 12:00 noon on Friday and must be removed by 12:00 noon on the following Monday.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-26. - Flags.

- (a) *Allowed uses:*
 - (1) Governmental.
 - (2) Civic.
- (b) *Permit:* Not required.
- (c) *Maximum height of flagpole:* Fifty feet.
- (d) *Maximum area of flag:* Not applicable.
- (e) *Placement:*
 - (1) Fifteen foot setback.
 - (2) Roof-mounted flags are prohibited.
 - (3) Flags erected on private property shall not protrude over public property.
 - (4) On business property, flags shall not be erected less than 500 feet from residentially-zoned property.

(f) *Maximum number:*

(1) Flags of governmental entities: Three flags per property.

(2) Flags of civic entities: One per property.

(g) *Duration:* Permanent.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-27. - Ground signs.

(a) *Allowed uses:*

(1) Real estate.

(2) "Coming Soon" signs.

(3) Commercial or residential development.

(b) *Permit:* Not required.

(c) *Maximum height:* Fifteen feet.

(d) *Maximum Area:* Thirty-two square feet.

Exception: Model home or traffic directional, eight square feet.

(e) *Placement:*

(1) Fifteen-foot front setback.

Exception: Model homes, ten feet from city property line.

(2) Ground signs may not be attached to the ground for the purpose of use as a permanent sign.

(f) *Maximum number:* One per property.

(g) *Duration:* Sign shall be removed when the property is sold, rented, leased or fully developed.

Exception: "Coming Soon", duration of active building permit or until business opens.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-28. - Handbills.

- (a) *Allowed uses:* Unrestricted.
- (b) *Permit:* Any person distributing handbills shall first register with the building official and obtain a permit. Permits will be issued on an annual, weekly or daily basis, unless revoked earlier. A registration fee as well as a permit fee shall be paid to the city prior to a permit being issued.
- (c) *Maximum height:* Not applicable.
- (d) *Maximum area:* Not applicable.
- (e) *Placement:* It shall be unlawful for any person to distribute handbills in or on any occupied private property unless:
 - (1) Such handbill is handed directly to an occupant of the property who is willing to accept it, or
 - (2) Such handbill is attached securely to or upon the premises.
- (f) *Maximum number:* Not applicable.
- (g) *Duration:* Annual, weekly or daily as permitted.
- (h) *Other requirements:*
 - (1) The provisions of this section shall not apply to the distribution of current newspapers or periodicals intended for public sale or subscription.
 - (2) This section shall not be deemed to repeal, amend or modify any ordinance prohibiting, regulating or licensing canvassers, hawkers, peddlers, transient merchants or any person using the public streets or places for any private business or enterprise or for commercial sales not covered herein.
 - (3) It shall be unlawful for any person to distribute any handbill in any place, under any circumstances, which does not have printed on the front or back thereof the name, address and telephone number of the permit holder or the person or organization sponsoring the distribution.
 - (4) It shall be unlawful for any person distributing handbills or any advertising matter whatsoever to get nearer than 25 feet to a window or door of any residential dwelling unless such person is on a sidewalk, walkway or driveway approaching the residential dwelling.
 - (5) It shall be unlawful for any person to:

- a. Distribute any handbill in the city unless the intended recipient of such handbill is willing to accept it.
- b. Place a handbill in or on a vehicle, unless an occupant of the vehicle is willing to accept the handbill.
- c. Distribute a handbill on public property or right-of-way.
- d. Place a handbill in a mailbox when prohibited by federal postal laws or regulations.
- e. Distribute any handbill on any property:
 1. When requested by any person therein not to do so.
 2. If a sign is placed in a conspicuous position near the entrance to such property reading "No Trespassing", "No Peddlers or Agents", "No Advertisements" or the like.
 3. That is vacant or unoccupied.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-29. - Highway signs.

(a) *Allowed uses:*

- (1) General business.
- (2) Multi-use.
- (3) Directory.

(b) *Permit:* Required.

(c) *Maximum height:* Fifty feet.

- (1) Signs over ten feet high shall be constructed and designed to:
 - a. Withstand wind pressure of not less than 30 feet per square foot of area.
 - b. Receive dead load as required in the current building code or other city ordinances.

(d) *Maximum Area:* Two hundred square feet.

(e) *Placement:*

- (1) Fifteen-foot front setback.
- (2) Not more than 250 feet from the property line of the adjacent highway or thoroughfare.

- (3) Thirty foot setback from adjacent nonresidential property.
- (4) Not less than 100 feet from any other pole sign or 50 feet from any monument sign.
- (5) Not less than 120 feet from any other highway sign.
- (6) Not less than 250 feet from adjacent residential property.
- (f) *Maximum number:* One per property.
- (g) *Duration:* Permanent.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-30. - Minor signs.

(a) *Allowed uses:*

- (1) Apartment signs.
 - (2) Garage sale signs.
 - (3) Real estate signs.
 - (4) Civic pride.
 - (5) Contractor signs.
 - (6) "Help Wanted" signs.
 - (7) Development directional.
 - (8) Promotional sales, at restaurants only.
- (b) *Permit:* Not required.

Exception: Garage sale signs may not be displayed unless a garage sale permit has been issued.

- (c) *Maximum height:* Three feet.
- (d) *Maximum area:* Eight square feet.
- (e) *Placement:* Private property only. Not allowed on public property.
- (f) *Maximum number:*
 - (1)

Apartment signs: Three per street frontage.

- (2) Contractor and "Help Wanted" signs: One sign.
- (3) Real estate signs: Three signs.
- (4) Promotional sales signs: Four signs.
- (5) Garage sale, development directional and civic pride signs: Not applicable.
- (g) *Duration*: Not applicable.

Exception:

- (1) Garage sale signs must be removed no later than the last day of the sale.
- (2) Contractor signs may not be erected before work begins and must be removed when the work is completed or stopped.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-31. - Monument signs.

(a) *Allowed uses*:

- (1) Apartment signs.
- (2) Bulletin board.
- (3) Directional.
- (4) Directory.
- (5) General business.
- (6) Menu board.
- (7) Multi-use.
- (8) Residential development.

(b) *Permit*: Required.

(c) *Maximum height*: Seven feet, including monument base, measured from ground level. Ground may be bermed or sign placed on a planter a maximum of three feet high as measured from the top of the curb.

(d) *Maximum area*: Seventy square feet.

Exception: Menu boards, 56 square feet.

(e) *Placement:*

- (1) Ten-foot front setback.
- (2) Not less than 50 feet from any pole sign or other monument sign.
- (3) Not less than 25 feet from adjacent property.

(f) *Maximum number:* One per street frontage.

Exception:

- (1) Directory, one per entrance.
- (2) Menu board, two per drive-thru window.

(g) *Duration:* Permanent.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-32. - New vehicle dealership signage.

(a) *Allowed uses:* The provisions of this section apply only to new vehicle dealerships.

(b) *Permit:* Not required.

(c) *Maximum height:*

- (1) Inflatable signs:
 - a. One inflatable sign may be tethered by a cord or cable not to exceed 100 feet in length.
 - b. Other inflatable signs may be tethered by a cord or cable not to exceed six feet in length.
- (2) Hood signs: Height not to exceed distance from vehicle grille to the top of the hood in the open position.

(d) *Maximum area:*

- (1) Inflatable signs tethered by cord or cable over six feet in length: No dimension may exceed four feet.
- (2) Inflatable signs tethered by cord or cable six feet or less in length: No dimension may exceed 18 inches.
- (3)

Hood signs: Area as determined by height not to exceed distance from vehicle grille to the top of the hood in the open position and width not to exceed the width of vehicle on which displayed.

(e) *Placement:*

- (1) Inflatable signs tethered by cord or cable over six feet in length: Anywhere on dealership property such that the inflatable sign will not float above public property or other private property.
- (2) Other inflatable signs: Only on vehicles parked along the perimeters of dealership property.
- (3) Hood signs: Only in open hoods of vehicles parked adjacent to one another.
- (4) Pennants: May be displayed only on the cord or cable over six feet in length which tethers an inflatable sign.
- (5) Reflective devices: Only on light poles or other permanent stanchions or structural members on dealership property.

(f) *Maximum number:*

- (1) Inflatable signs tethered by cord or cable over six feet in length: One per property.
- (2) Other inflatable signs: One per vehicle parked along the perimeter of the property.
- (3) Hood signs: No more than eight vehicles may be used for display of hood signs.
- (4) Reflective devices: Four per property.

(g) *Duration:*

- (1) Inflatable signs 18 inches or less in diameter: Any time.
- (2) Inflatable signs over 18 inches in diameter: Weekends only.
- (3) Hood signs: Weekends only.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-33. - Pennants.

- (a) *Allowed uses:* General business.
- (b) *Permit:* Grand opening permit required.
- (c) *Maximum height:* Not applicable.
- (d) *Maximum area:* Not applicable.

- (e) *Placement*: May not be placed in such a manner as to cause a hazard or inconvenience to vehicular or pedestrian traffic.
- (f) *Maximum number*: Not applicable.
- (g) *Duration*: Two weeks; allowed only for the duration of grand opening permit, issued within 90 days of issuance of certificate of occupancy.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-34. - Pole signs.

(a) *Allowed uses*:

- (1) Bulletin boards.
- (2) Directory.
- (3) General business.
- (4) Multi-use.
- (5) Scoreboards.

(b) *Permit*: Required.

Exception: Scoreboards, not required.

(c) *Maximum height*: Twenty-five feet.

- (1) Signs over ten feet high shall be constructed and designed to:
 - a. Withstand wind pressure of not less than 30 feet per square foot of sign area.
 - b. Receive dead load as required in the current building code or other city ordinances.

(d) *Maximum area*: Sixty-four square feet.

Exception: Multi-use signs may not exceed 150 square feet, provided that not more than 25 percent of the sign's area may be used as an identification sign.

(e) *Placement*:

- (1) Fifteen-foot front setback.
- (2)

Not less than 30 feet from adjacent nonresidential property.

(3) Not less than 50 feet from adjacent residential property.

(4) Not less than 100 feet from any other pole sign or 50 feet from any monument sign.

(f) *Maximum number:*

(1) Multi-use signs: One per street frontage.

(2) Scoreboards: One per property.

(3) Other pole signs: One for each 200 feet of street frontage, or:

a. Sites of three acres and less than eight acres: Two signs.

b. Sites of eight or more acres: Three signs.

(g) *Duration:* Permanent.

(h) *Other requirements:*

(1) Poles must be set in concrete bases or footings.

(2) Pole signs shall have no guys or braces attached to the ground or to other structures.

(3) Internally illuminated pole signs shall be constructed of noncombustible materials, except that the sign faces may be made of plastic or other slow-burning materials if supported by noncombustible materials only.

(4) The use of wood, non-painted steel supports (except for corten or similar steel) or other materials is prohibited unless specifically approved by the building official.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 1978, § 9, 4-4-06)

Sec. 16A-35. - Political and election signs.

(a) Private property.

(1) A real property owner may place, cause, permit, suffer, allow or maintain a political sign or election sign on private property.

(2) Any sign on private property as provided in these subsections, however, may not exceed eight feet in height and shall not exceed 36 square feet in total surface area.

(b) Public property/right-of-way.

(1) It is an offense for any person to leave any political or election sign or literature on public property, or public right-of-way except as provided in subsection (c) as a polling place.

(c) Election signs at polling places.

(1) Election signs at polling locations.

a. Regulations. A person may place a political sign or election sign on the premises of a polling place during a voting period, as defined herein in the area(s) designated at a polling place set forth in Figure 1, 2, 3 or 4 or under state law;

1. This restriction shall not apply to election signs that are attached solely to vehicles that are lawfully parked at the premises of a polling place, so long as the sign dimensions do not exceed eight square feet in area and three feet in height, including any supporting poles.

2. This restriction shall not apply to election signs that are attached to a tent used by a candidate at a polling place, so long as the sign dimensions do not exceed eight square feet in area and three feet in height, including any supporting poles.

(2) It is an offense for any person to place an election sign at a polling place that exceeds eight square feet in area and three feet in height, including any supporting poles.

(3) It is an offense for any person to attach, place or otherwise affix any election sign, literature or material to any building, tree, shrub, pole or other improvement on public property used as a polling place.

(4) It is an offense if any candidate or responsible person causes, permits, suffers or allows a sign to remain at a polling place more than 72 hours after the close of voting on election day or run-off election day.

(5) In addition to imposing any criminal penalty, election sign(s) located in violation of this section may be removed and disposed of by the building official or other election official in charge of the polling place.

(d) Nothing contained in this article shall impair any person(s) rights to engage in constitutional protected free speech or canvassing during a voting period or in other public forum or limited public forum subject to the restrictions set forth herein.

(e) Any person, firm or corporation violating any of the provisions or terms of this section, as amended hereby, shall be guilty of a misdemeanor and upon conviction in the municipal court of the city, shall be subjected to a fine not to exceed the sum of \$250.00 for each offense; and each and every occurrence and day such violation is continued shall be deemed to constitute a separate offense.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 2106, § 5, 2-16-10; Ord. No. 2193, § 3, 3-19-13; Ord. No. 2221, § 1, 4-15-14; Ord. No. 2262, § 2, 12-1-15; Ord. No. 2428, § 2, 2-15-22)

Editor's note— Ord. No. 2428, § 2, adopted Feb. 15, 2022, changed the title of § 16A-35 from "Political signs" to read as set out herein.

Figure 1 — Duncanville Library, 201 James Collins

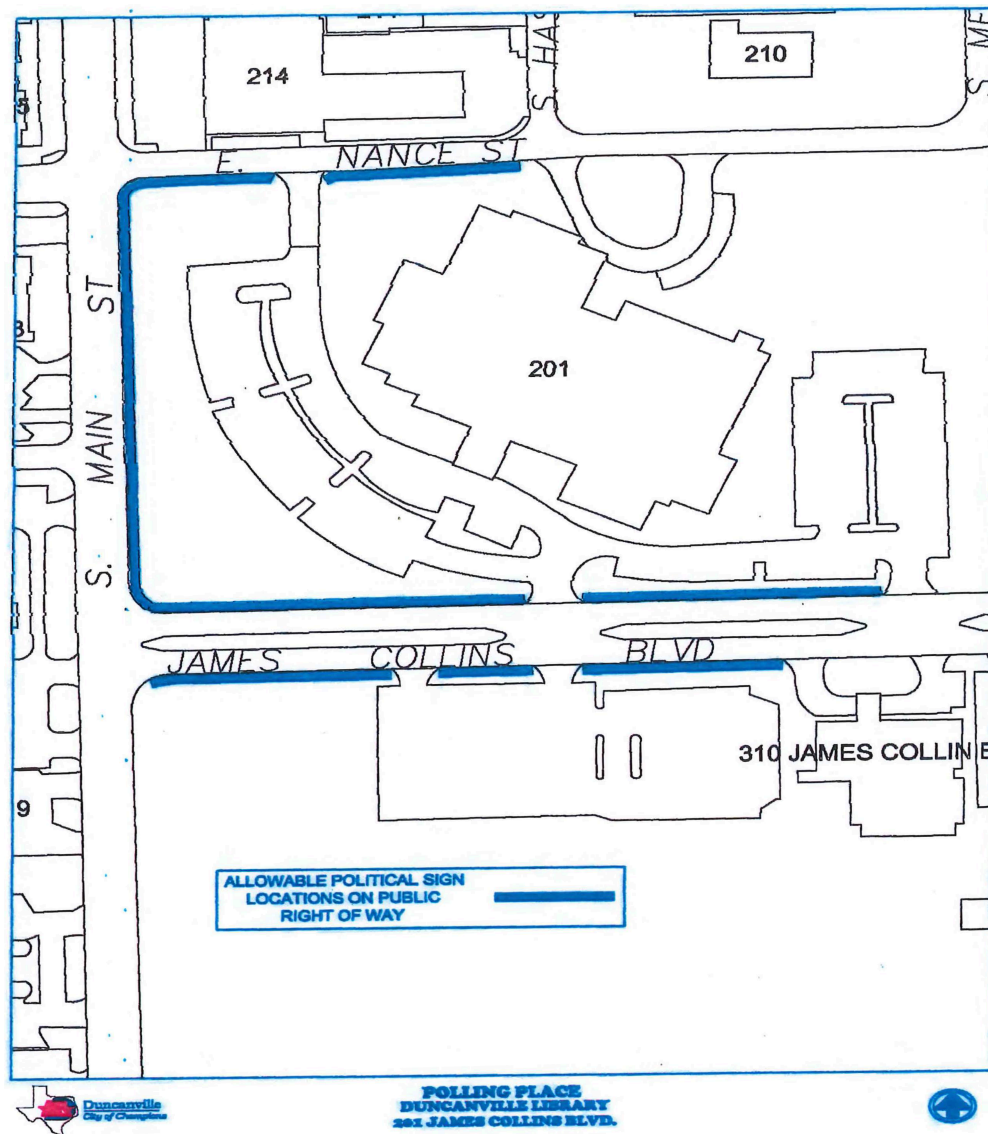


Figure 2 — Reed Middle School, 530 E. Freeman St.

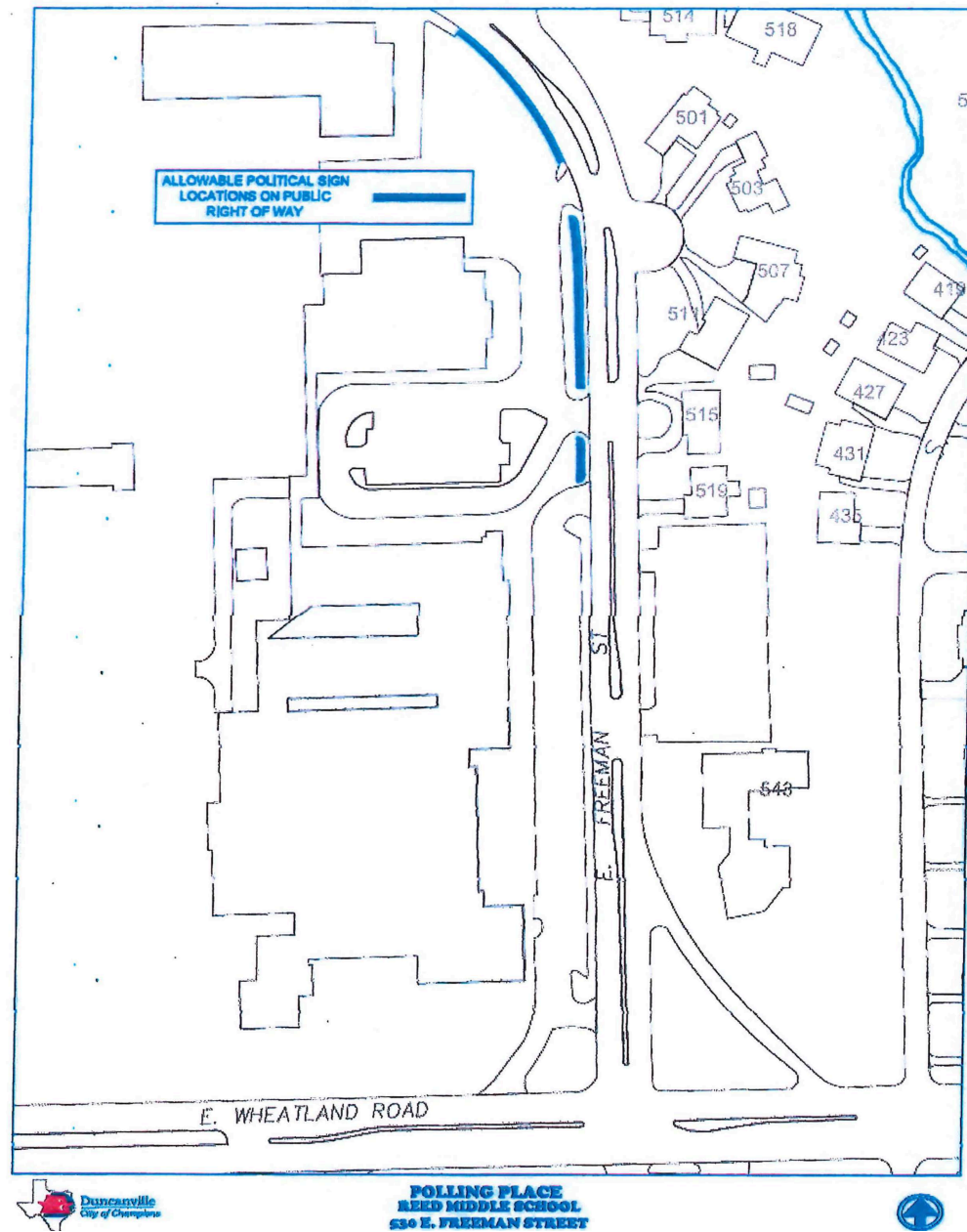


Figure 3 — Fairmeadows Elementary, 101 E. Fairmeadows Dr.

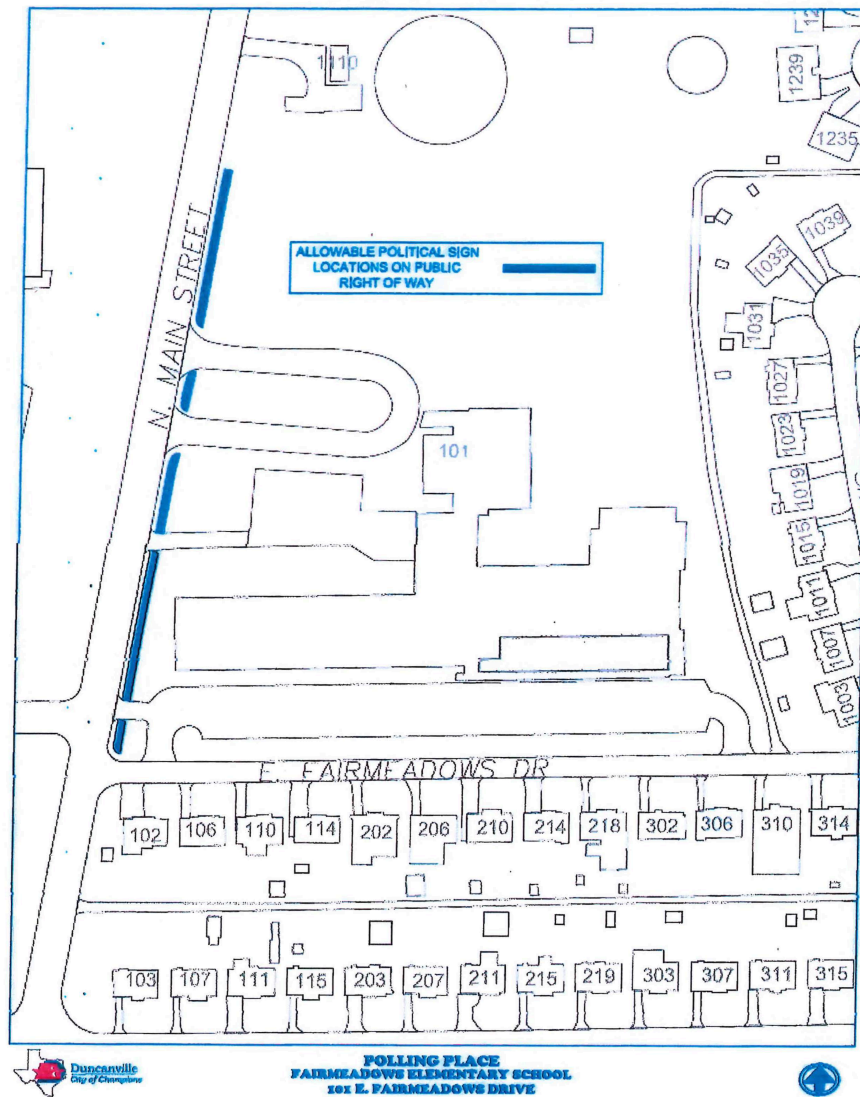
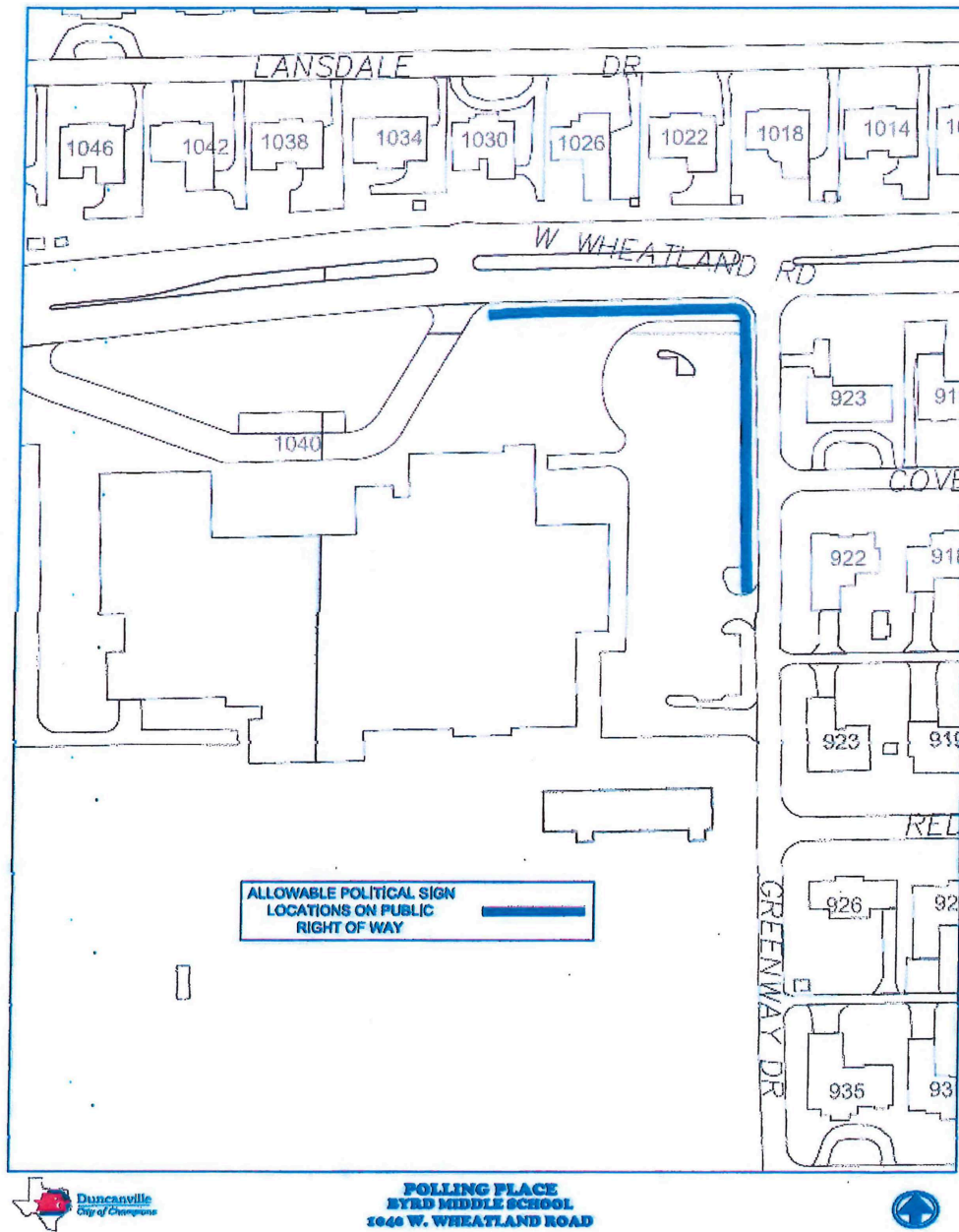


Figure 4 — Byrd Middle School, 1040 W. Wheatland Rd.



Sec. 16A-36. - Searchlights.

- (a) *Allowed uses:* General business.
- (b) *Permit:* Not required.
- (c) *Maximum height:* Not applicable.
- (d) *Maximum area:* Not applicable.
- (e) *Placement:* On private property only.
- (f) *Maximum number:* One per property.
- (g) *Duration:* Maximum single-use period of 14 days during a calendar year.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-37. - Wall signs.

- (a) *Allowed uses:*
 - (1) General business.
 - (2) Apartment signs.
 - (3) Real estate signs.
 - (4) Menu board.
 - (5) Identification signs.
 - (6) Multi-use signs.
 - (7) Bulletin board.
 - (8) Directional signs.
 - (9) Directories.
 - (10) Scoreboards.
 - (11) Signs erected in designated sign areas shall be limited to uses specified by the building official.

(b) *Permit:* Required.

Exception: Directional signs and scoreboards, not required.

(c) *Maximum height:* Four feet.

(d) *Maximum area:*

- (1) The total square footage of all wall signs on a structure may not exceed the horizontal linear measurement of the display frontage of that structure. When the display frontage includes more than one wall, the total square footage of all wall signs on any one wall of the structure may not exceed the horizontal linear measurement of the wall upon which erected.

Exceptions to maximum area:

- A. The area of all wall signs on a structure exceeding 90,000 square feet area and housing a single occupant or business entity shall be as follows:

Building Height	Maximum Sign Height	Maximum Signage Length as Percentage of Display Frontage
0 - 20 feet	4 feet	75%
21 - 30 feet	6 feet	60%
over 30 feet	8 feet	50%

No more than 20 percent of wall signage erected on such structures may advertise businesses or services other than the main occupant of the structure.

B.

For businesses the interior area of which is 15,000 square feet or less, when the display frontage of the business is set back from the street which it faces, wall sign dimensions may be increased as follows:

Setback From Street	Percent Increase in Area	Maximum Signage Length Percentage of Display Frontage
150 feet or greater	125%	75%
250 feet or greater	150%	75%
350 feet or greater	175%	75%

Maximum signage length as a percentage of any wall not used to determine display frontage is 50 percent.

- C. Directional signs, eight square feet area.
 - D. Menu boards, 64 square feet. The area of one wall sign used as a menu board shall not count against the total square footage of wall signs allowed on a structure.
 - E. The building official shall specify the maximum area of wall signs erected in designated sign areas.
- (2) Detached canopies, such as those found at gas stations, and other detached accessory structures, are considered separate structures from the main structure for the purpose of determining area allowance. The area of wall signage allowed on canopies or accessory buildings attached to the main structure shall be calculated based on the horizontal linear measurement of the display frontage of the main structure as specified in subsection 16A-37(d)(1) above.
- (e) *Placement.*
- (1)

Walls or designated sign areas of structures, or mansard roofs. Signs placed on a mansard roof may not extend above the top of the roof.

(2) Wall signs may not extend more than 12 inches away from the wall on which they are erected or attached.

(3) Wall signs used as menu boards may only be displayed on the side and/or rear walls of a structure.

(f) *Maximum number:*

(1) Ten per structure.

Exceptions:

a. Scoreboards: One per property.

b. Canopies and accessory buildings: One per side.

(g) *Duration:* Permanent.

(Ord. No. 1909, § 1, 10-5-04; Ord. No. 1978, § 10, 4-4-06; Ord. No. 2106, § 6, 2-16-10; Ord. No. 2130, § 2, 11-16-10)

Sec. 16A-38. - Window signs.

(a) *Allowed uses:* Unrestricted.

(b) *Permit:* Not required.

(c) *Maximum height:* Not applicable.

(d) *Maximum area:* Signs may not cover over 40 percent of the glazed area of any separately framed window or door.

(e) *Placement:* Interior or exterior surfaces of windows and/or glass doors or inside a structure within five feet of windows or doors.

(f) *Maximum number:* Not applicable.

(g) *Duration:* Not applicable.

(Ord. No. 1909, § 1, 10-5-04)

Sec. 16A-39. - Murals.

(a) For the purposes of this section, in addition to the definitions provided by section 16A-5 of this chapter, the following definitions shall apply:

Alter. To change in any way or to any extent the appearance, size, shape, colors, subject, designs, figures, elements or pictures of a mural.

Dilapidated or deteriorated condition.

- (1) Where any part of a mural is chipped, flaked, faded, broken, damaged, defective, missing, torn, bent, dented, cracked, splintered, twisted, inoperable, leaning or at angles other than those at which erected; or
- (2) Where the message or wording is faded or can no longer be clearly read; or
- (3) Where any part of the mural is not in compliance with the requirements of the building, electrical, property maintenance or other codes or ordinances adopted by the city.

Mural. A painting, design or artistic work applied to an exterior wall or to a fence for aesthetic purposes.

Restore. To return a mural to its exact original appearance and quality from a dilapidated or deteriorated condition.

- (b) No person shall apply, install, erect, or restore a mural, as defined hereinabove, without first having a valid sign permit issued in accordance with this chapter. The building official shall, prior to issuing a permit, obtain a recommendation from the Keep Duncanville Beautiful Board, or its successor.
- (c) The maximum height, area, number, and duration requirements applicable to other types of signs shall not apply to murals. The design, location and placement of a mural must be approved by the building official after a recommendation by the Keep Duncanville Beautiful Board, or its successor, prior to the issuance of a permit. The permit will not be issued until 30 days after final approval by the Keep Duncanville Beautiful Board so the city council may have an opportunity to review and intervene in the issuance of any permit.
- (d) *Standards of construction and content.*
 - (1) Murals shall be composed of permanent materials and applied only to permanent surfaces. Murals shall not be applied to any fabric or temporary surface, and all materials used must be resistant to the short-term effects of exposure to the elements.
 - (2) Removal of a mural must be accomplished by physical removal from wall or fence of the paint or other material of which the mural is composed, and/or by covering the mural with paint or other material. In both cases, either by physical removal or covering, it must be rendered completely invisible and must maintain the structural and architectural integrity of the structure upon which the mural was applied.
- (e) Murals may contain subject matter consistent with the theme of a business but may not contain branded products, brand names, business names, or logos.

(f) *Other regulations and requirements.*

- (1) Maintenance responsibility and standards. At all times during and after application, murals shall be considered the property of the owner and/or occupant of the structure to which applied, and said owner and/or occupant shall be responsible for maintenance and upkeep of the mural.
- (2) All murals shall be kept in a proper state of repair and preservation. It is a violation of this section to own, keep or maintain any mural in a dilapidated or deteriorated condition or to permit or allow a mural to be kept in such condition.
- (3) If the building official determines a mural to be in dilapidated or deteriorated condition, the mural shall be restored or removed by the owner and/or occupant of the structure to which it is applied.
- (4) The building official may cause the removal of any mural that is not maintained in accordance with the provisions of this section. A mural which is kept, maintained or allowed to remain in a dilapidated or deteriorated condition is hereby declared to be a nuisance. Upon the failure of the owner and/or occupant of the premises on which the mural is located to repair or remove the mural following ten days notice thereof, the city may cause the removal of the mural. The owner and/or occupant shall pay all expenses incurred by the city incident to such removal. In the event of the failure of the owner and/or occupant to remit to the city the expenses incurred in the abatement of the nuisance, a lien may be placed on and against the property on which the mural is removed. Such lien shall bear interest at the rate of ten percent per annum and shall be a first and prior lien, second only to liens for taxes and paving assessments.

(Ord. No. 1909, § 1, 10-5-04)



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Council to receive a briefing on a possible amendment to the ordinance for naming parks and facilities.

Vision Statement:

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

STAFF RESPONSIBLE:

David Kees, Assistant to the City Manager

BACKGROUND/HISTORY:

The purpose of the ordinance is to establish guidelines for naming city-owned parks and facilities.

POLICY EXPLANATION:

After receiving Council feedback, a final ordinance will be brought back for adoption in August.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. No action necessary. Briefing only.

ATTACHMENTS:

[Duncanville -Ordinance amending Park and Facility Naming](#)

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 1 ‘GENERAL PROVISIONS’, DIVISION 3. ‘PARK AND FACILITY NAMING’, BY REPEALING SECTION 1-12. ‘OTHER MUNICIPAL BUILDING OR LANDS’ IN ITS ENTIRETY AND REPLACING IT WITH NEW SECTION 1-12. ‘OTHER MUNICIPAL BUILDINGS OR FACILITIES’; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the naming of park and facilities in the City of Duncanville by amending Section 1-12 in the Code of Ordinances; and,

WHEREAS, the City Council finds that it would be in the best interest of the citizens of the City of Duncanville to amend said sections in the Code of Ordinances.

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

SECTION 1. That the Code of Ordinances of the City of Duncanville, Texas, be and the same is hereby amended by amending Chapter 1 ‘General Provisions’, Division 3. ‘Park and facility naming’, by repealing Section 1-12. ‘Other municipal building or lands’ in its entirety and replacing it with new section 1-12. ‘Other municipal buildings or facilities’ to read as follows:

“CHAPTER 1 – GENERAL PROVISIONS

DIVISION 1. GENERAL CODE CONSTRUCTION

.....

DIVISION 3. PARK AND FACILITY NAMING

Sec. 1-11. – Parks and park facilities

.....

Sec. 1-12. – Other municipal building or facilities

(a) PURPOSE:

The purpose of this section is to establish criteria, guidelines and procedures for the naming and renaming of certain city owned real property, facilities, and amenities,

DRAFT

other than parks and park facilities, which are collectively referred to in this section as "city facilities".

(b) SCOPE:

This section shall only apply to the naming or renaming of certain city facilities as defined or identified under this section.

As used in this section, "city facilities" is defined as the city's physical plant, including any buildings, cultural arts and recreational facilities, and other infrastructure, that are solely owned by the city.

This section shall not apply to the naming or renaming of the following city facilities:

1. Any street, the naming of which shall be governed by the city council.
2. Any monuments, historical markers, statues, plaques or other similar objects located on city property.
3. Any building the city leases to a tenant who places that tenant's name or information on such building consistent with lease terms.

(c) NAMING OR RENAMING PROCEDURES:

It is the policy of the city that the naming or renaming of any city facility shall be accomplished by the city council. Accordingly, an ordinance or resolution naming or renaming any city facility described in this section shall only be adopted consistent with an ordinance or resolution of the city council.

(d) NAMING OR RENAMING CRITERIA:

The criteria set forth in this section may be considered by the city council in determining whether to name or rename a city facility.

1. The following accomplishments, achievements and circumstances may be considered when evaluating any proposal to name or rename a city facility after any individual or group of individuals:
 - A. Extraordinary civic contribution to the community, state or nation.
 - B. Loss of life in the line of duty while serving as a city employee.
 - C. Loss of life and/or performing a heroic act while serving in any branch of the United States armed forces.
 - D. Widespread recognition as a national or historical figure, or

DRAFT

- E. Contributions of significant cost of acquisition and/or development of a specific city facility.

The naming of a city facility for a deceased person will generally not be considered until at least one year after the date of death.

- 2. The following accomplishments, achievements and circumstances may be considered when evaluating any proposal to name or rename a city facility after any organization, including any nonprofit or for profit entity:
 - A. Extraordinary civic contribution to the community.
 - B. Contributions of significant cost of acquisition and/or development of a specific city facility.
- 3. Any city facility may be appropriately named or renamed after an event (or series of events) with cultural or historical significance, provided such event has a meaningful and direct nexus to the city.
- 4. Any city facility may be appropriately named after adjacent or nearby streets, landmarks, neighborhoods or other similarly identifiable geographic areas.
- 5. With regard to naming or renaming a city facility after any individual:
 - A. That individual should not be a current incumbent elected or appointed official in local, state or federal government.
 - B. That individual should not have been convicted of a felony.
 - C. The city shall obtain, or shall make a reasonable attempt to obtain, consent from such individual or, if such individual is deceased or cannot be contacted, from members of the individual's family.
- 6. City facilities should not be given any name that may:
 - A. Cause confusion due to duplication of, or similarity to, an existing named city facility or location within the city.
 - B. Include or may be associated with the name of:
 - i. Any individual, group of individuals, or organization commonly associated with tobacco, alcohol, obscenity, or any sexually oriented business or activity;
 - ii. Any religious or political organization, unless the name relates to a historic or civic contribution of such organization; or
 - iii. Any religious leader, unless such leader is being honored or recognized solely for the leader's civic contribution.
 - C. Have an inappropriate acronym, short form, or modification.

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- D. Is discriminatory, derogatory or offensive.
- E. Relates to or may create a controversial event or situation.
- F. Recognizes a single individual for a contribution similar or identical to a contribution made by others within a particular group associated with that individual.

(e) REVISION, ADDITION, REVOCATION OR REMOVAL OF NAMES:

- 1. The naming or renaming of such city facility shall not be deemed as permanent nor exclusive, nor shall it constitute a property interest owned by any person or organization.
- 2. Names may be revised or added to any city facility pursuant to the criteria, guidelines and procedures of this section.
- 3. The ordinance approving the naming or renaming of a city facility may include a sunset provision under which the name will be removed from the city facility at the end of a specified period of time or upon a particular date. In the event the ordinance fails to include such a sunset provision, the naming or renaming of such city facility shall endure until modified.
- 4. When a city facility is removed, replaced or destroyed, the name of the city facility shall cease to endure unless renamed pursuant to this section.
- 5. Upon circumstances arising after naming that would cast a negative image upon the city, the name of any city facility may be immediately revoked at the sole discretion of the mayor.

(f) SPONSORSHIP NAMING: (OPTIONAL)

- 1. The mayor may, on behalf of the city, enter into a sponsorship naming agreement with an individual, group of individuals or organization under which a city facility specifically used to promote cultural arts or recreation is named or renamed in exchange for cash or other significant contributions to the city. Any such agreement must be in writing, and the naming or renaming of any city facility pursuant to such agreement must comply with the naming criteria of this section. The written agreement must be specifically referenced in the joint resolution approving such naming or renaming. The sponsorship naming agreement must:
 - A. Describe the consideration given in exchange for naming rights;
 - B. If deemed necessary, provide for an endowment fund or other financial resources sufficient to pay the city facility's ongoing maintenance costs;
 - C. State that the city reserves the right to immediately and unilaterally remove the city facility name should the city learn or otherwise determine that the individual, group of individuals or organization (including any owner, officer or director of such organization) has engaged in conduct or activities deemed

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contrary to community standards of justice, honesty or good morals, or has breached the sponsorship naming agreement;

- D. Specify the circumstances under which the agreement may be terminated;
- E. Specify the exact length of time the city facility name will be used. A sponsorship naming right should not endure in perpetuity and is subject to renaming except as limited in the sponsorship naming agreement; and
- F. Be reviewed and approved by the city attorney's office prior to execution by the mayor. A sponsorship naming agreement signed by the mayor is subject to and contingent upon adoption of a joint resolution and ordinance pursuant to this section to name the city facility.

- 2. The donation of land, facilities, or funds for the acquisition, renovation or maintenance of any real property, facilities, amenities, or any other resources directly or indirectly related to any city facility shall not constitute an obligation by the city to name such city facility, or any portion thereof, after any individual, group of individuals, or organization, except as set forth in a sponsorship naming agreement executed and approved pursuant to this section.”

SECTION 2. That all provisions of the ordinances of the City of Duncanville in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

SECTION 4. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DRAFT

DULY PASSED by the City Council of the City of Duncanville, Texas, on the ____ day
of _____, 2024.

APPROVED:

Barry L. Gordon, MAYOR

ATTEST:

Chiquita Taylor, CITY SECRETARY

APPROVED AS TO FORM:

Robert E. Hager, CITY ATTORNEY



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Receive a briefing and discuss the Council's actual training and retreat expenses and FY 2025 proposed budget.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

The purpose of the presentation is to provide the actual expenses in FY 2023 and year-to-date FY 2024 for Council training and strategic retreat expenses. Additionally, to discuss the FY 2025 proposed budget for training and strategic retreats.

In FY 2023 the following was expended:

- \$40,272.05 for training and development. This includes the total of conferences and training expenses.
- \$15,047.53 for retreats. This includes the lodging, if overnight, meals, and meeting expenses.
- \$30,000.00 for the facilitator at the retreat.

An offsite retreat was held at the Hilton Garden Inn in Grandbury in February 2023; and an all-day retreat was held at the Hilton Garden Inn in Duncanville in August 2023.

In FY 2024 the year-to-date expenses are:

- \$12,937.72 for training and development. Each member has a budget to pick and choose the conferences and meetings they wish to attend. The remaining funds available for FY 2024 are \$37,562.28.
- \$2,978.21 for council retreats. The remaining funds available for FY 2024 are \$37,021.29.

- \$10,000 for retreat facilitator. No funds are remaining for FY 2024 unless the funds above are used.

A two-day retreat was held at the Lakeview Camp and Retreat Center in Waxahachie in November 2023.

POLICY EXPLANATION:

NA

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

NA



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

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

Vision Statement:

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

STAFF RESPONSIBLE:

Mike Wilson, T2 Consulting
Robert Hager, City Attorney

BACKGROUND/HISTORY:

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

POLICY EXPLANATION:

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

FUNDING SOURCE:

ORG and Object Number
 N/A

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

ACTION ALTERNATIVES:

1. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Proclamation designating July as Parks and Recreation Month.

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:

Since 1985, America has celebrated July as Park and Recreation Month. A program of the National Recreation and Park Association (NRPA), the goal is to raise awareness of the vital impact that parks and recreation has on communities across the U.S.

POLICY EXPLANATION:

The National Recreation and Park Association is a national not-for-profit organization dedicated to ensuring that all Americans have access to parks and recreation for health, conservation and social equity. Through its network of 60,000 recreation and park professionals and advocates, NRPA encourages the promotion of healthy and active lifestyles, conservation initiatives and equitable access to parks and public space.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Proclamation - Parks and Recreation Month](#)
[2024 Parks and Recreation Month Poster](#)

OFFICE OF THE MAYOR



Proclamation

- WHEREAS,** parks and recreation programs are an integral part of communities throughout this country, including the City of Duncanville; and
- WHEREAS,** parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and
- WHEREAS,** parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being; and
- WHEREAS,** parks and recreation encourages physical activities by providing space for popular sports, hiking trails, and many other activities designed to promote active lifestyles; and
- WHEREAS,** parks and recreation is fundamental to the environmental well-being of our community; and
- WHEREAS,** our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and
- WHEREAS,** the U.S. House of Representatives has designated July as Parks and Recreation Month; and
- WHEREAS,** the City of Duncanville recognizes the benefits derived from parks and recreation resources

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas do hereby proclaim the month of July 2024 as Park and Recreation Month.

PARKS AND RECREATION MONTH RECOGNITION IN DUNCANVILLE

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas, to be affixed this 16th day of July 2024.

Mayor, The City of Duncanville



www.nrpa.org/july



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STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

The Greatest American Cleanup Pledge Proclamation

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:

Tyler W. Agee, Assistant Director of Parks and Recreation/KDB Staff Liaison

BACKGROUND/HISTORY:

In the spirit of unity and progress, and in partnership with Keep America Beautiful and communities across the United States in preparation and celebration of the 250th Anniversary of the signing of the Declaration of Independence the Keep Duncanville Beautiful Board encourages the City to join the efforts to lead our community in a concerted effort to achieve a cleaner and more beautiful environment through "The Greatest American Cleanup" pledge.

Citizens are encouraged to join the efforts by:

3: Organize and participate in THREE new annual community cleanups, encouraging citizens of all ages to join in removing litter from our streets, parks, and public spaces.

2: Host TWO reduce, reuse, recycle, or beautification events each year, enhancing our community's appeal through reduced waste, public art, planting trees, flowers, and creating, improving, or maintaining green spaces.

1: Celebrate with ONE event each year to recognize the progress and accomplishments of our community to be clean, green, beautiful, and ready for our nation's 250th birthday!

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[The Greatest American Cleanup Pledge Proclamation](#)

Declaration Action for The Great(est) American Cleanup

Whereas, the people of City of Duncanville are dedicated to enhancing the beauty and cleanliness of our community; and

Whereas, we recognize the importance of preserving our environment and fostering civic pride among our citizens; and

Whereas, we acknowledge the transformative power of clean and green spaces to support and promote the wellbeing of all people; and

Whereas, America's 250th Anniversary on July 4, 2026, presents a historic opportunity for us to showcase our commitment to sustainability and community beautification;

We, the City of Duncanville Council, do hereby proclaim our support for and participation in the Declaration of Action for The Great(est) American Cleanup.

As such, we commit to do the following on an annual basis:

- Organize 3 new community cleanups to inspire our citizens of all ages to work together to remove litter from our streets, parks, waterways, and public spaces;
- Organize 2 reduce, reuse, recycle experiences in which we champion and act toward responsible waste disposal and resource conservation among our citizens;
- Hold 1 event to celebrate our progress and achievements to help America look her best for her 250th Anniversary celebration.

By declaring our support for The Great(est) American Cleanup with Keep America Beautiful, we intend to make City of Duncanville a shining example of environmental stewardship and community engagement as we work together to make our community cleaner, greener, and more beautiful for generations to come.

Signed and sealed on this day, 7/16/2024 7:00 PM.

Signature

Greg Contreras

Mayor, City of Duncanville

Date



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Council to receive a briefing from Leigh Ferguson of Republic Services relating to ongoing trash pickup, storm debris cleanup, and activity by Republic Services.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Matt Bryant, Director Public Works

Leigh Ferguson, Republic

BACKGROUND/HISTORY:

Storms in late April and May took down considerable tree limbs around the City of Duncanville. Custom Tree Care was called in to help Republic Services pickup storm related debris; however, that agreement has now completed. Republic Services has informed us of their need for additional time in terms of storm cleanup work.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, June 18, 2024

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, June 18, 2024, at 6:04 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

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

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS
Mayor Contreras read the item into the record, and City Manager Finch reviewed each item.
2. CITY COUNCIL CALENDAR
City Secretary Taylor reviewed the council calendar.
3. BRIEFINGS / PRESENTATIONS
In the interest of time, Mayor Contreras recessed the briefing session at 7:03 p.m. to convene the regular session.

The briefing session reconvened at 8:12 p.m.

A. Council to receive a briefing from Peachtree Recovery Services on third party property damage claims, and the opportunity to recover lost revenue from damage to city property from auto accidents.
Todd Rhoad with Peachtree Recovery Services presented virtually. Councilmember McBurnett asked about the cost to the city. Mr. Rhoad stated there is no upfront cost but a percentage of the recovery.

B. Receive a briefing from the Texas Municipal Retirement System.
Presented by Budget Administrator Jennifer Otey and Anthony Mills, Director of Education Services, with Texas Municipal Retirement System.

C. Receive a briefing on the preliminary FY 2025 Proposed Budget.
Presented by Jennifer Otey

D. Review Boards and Commission applications received and updates
Presented by Ms. Taylor. Councilmember Pennebaker requested the council to consider consolidating some of the boards. Councilmember McBurnett requested a revamp of the interview questions. Attorney Hager suggested the questions be more appropriate to the board. The council will submit suggested updated questions to Ms. Taylor.

E. Council to hear a briefing on 4 Belmont PI, a piece of property owned by the City of Duncanville with limited development potential.
Presented by City Manager Finch.

F. Council to receive a briefing on the possible naming of the Duncanville Library as the "Anne and Mayor David Green Family Library".
Presented by Mr. Finch.

Draft

- G. **Council to receive a briefing on the Duncanville Fieldhouse in regard to coordinating an updated strategic plan for the Fieldhouse.**
Presented by Mr. Finch and Fieldhouse General Manager Craig Brasfield.
- H. **Council to receive a briefing on status of Lead Line Inventory as required by Lead and Copper Rule Revisions**
Presented by Matt Bryant, Assistant Public Works Director. Henry Witt and Trey Taylor with the Texas Water Development Board presented virtually.

EXECUTIVE SESSION

The briefing session was adjourned, and the Executive Session was called into session at 9:20 p.m. Mayor Contreras read the item into the record.

The Council closed the Executive Session at 9:40 p.m.

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

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 7:11 p.m. with Mayor Contreras presiding.

Councilmember Veracruz delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

- A. **Mayor's Report.**
Mayor Contreras commended Cedar Hill on the Juneteenth Celebration and the Arts Commission's Pop-up Art Exhibit at the Library.
- B. **Councilmembers' Reports**
Councilmembers Gooden and McBurnett commented on the Arts Commission pop-up gallery. Councilmember McBurnett asked residents for patience regarding the brush pickup. Councilmember Cherry-Brown thanked Mayor Pro Tem Koontz for his art piece in the Art Exhibit. Mayor Pro Tem Koontz asked citizens to visit Lakeside Park's prairie restoration project. He also gave an update on the Housing Finance Commission meeting he attended today as well as Texas Parks and Wildlife opportunities. He then encouraged citizens to apply for Boards and Commissions.
- C. **City Manager's Report.**
Mr. Finch congratulated Emergency Management Operations Coordinator Lauren Sanchez on receiving the NCTCOG's (North Central Texas Council of Government) Regional Service Excellence Award.

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

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

Gayle Sliger
1405 S. Main
Naming of the Library

Draft

Patrick Harvey
1010 Huntington
Naming of Library/Arts Pop-up

Jack Long
13220 Woodhaven Dr.
Farmers Branch, TX
Retirement benefits

Terry Webb
11708 CR
Retirement benefits

Ty Phan Lu
434 Blue Ridge Dr.
Government transparency

Eveline Carroll
1422 Los Altos Ln
July 4th event (email)

Erika Browning
442 E. Cherry St.
July 4th event (email)

Michaela Downing
818 Del Lenora Dr. #55
July 4th event (email)

4. **CONSENT AGENDA**

Mayor Contreras requested that City Secretary Chiquita Taylor read the Consent Agenda Items.

- A. ***Consider the Minutes for the June 4, 2024 City Council Regular Meeting.***
- B. ***Consider an Ordinance amending the FY 2023-24 budget by appropriating revenue and fund balance resources and amending expenditures for the Hotel/Motel and Duncanville Community and Economic Development Corporation (DCEDC) Funds.***

ORD 2521

- C. ***Consider a resolution authorizing the acceptance of a matching federal grant from the Department of Agriculture, Forest Service through the Texas A&M Forest Service Community Forestry Program.***

RES 2024-286

- D. ***Consider a Resolution approving the submittal of the FY2024 Community Development Block Grant (CDBG) Project/Activity Applications for CDBG funds with Dallas County.***

RES 2024-270

- E. ***Consider a Resolution authorizing a Cooperative Purchasing Agreement with Austin Asphalt, Inc. through Dallas County Invitation for Bid 2022-046-6961 for hot mix asphalt for a one-year term, with the option to renew for up to three additional one-year terms, in an estimated contract amount not to exceed \$322,981.00 over the four years, subject to the exercise of a contract renewal and City Council appropriation.***

RES 2024-285

- F. ***Consider a Resolution awarding a bid and authorizing a Cooperative Purchasing Agreement with Insituform Technologies, LLC, through Buyboard Contract 730-24 for pipe bursting wastewater improvements***

Draft

for a one-year term with the option to renew for up to four additional one-year terms, in an estimated contract amount not to exceed \$4,573,729.25 over the five years, subject to the exercise of a contract renewal and City Council appropriation.

RES 2024-284

- G. *Consider a Resolution authorizing an agreement with Duke's Root Control, Inc. for annual sanitary sewer evaluation surveys and sewer line root removal treatment via sole-source procurement for a one-year term, with the option to renew for up to four additional one-year terms, for a total contract amount not to exceed \$840,000.00 over the five years, subject to the exercise of a contract renewal and City Council appropriation.*

RES 2024-277

- H. *Consider a Resolution authorizing the an amendment to Professional Services Agreement 21-3220011 with Burgess & Niple, Inc. for additional professional engineering services as part of the Ten Mile Creek Erosion Control Improvements Project in the amount of \$7,150.00, authorizing an appropriation of \$16,506.00 in additional funding to establish a project contingency for the execution of future change orders, equaling a combined amount of \$23,656.00, not exceeding a total contract amount of \$188,716.00.*

RES 2024-278

- I. *Consider Amending the City of Duncanville Ordinance Chapter 16A - Sign Guidelines to exclude LED scoreboards from certain illuminated sign prohibitions.*
- J. *Consider approval of Resolution 2024-276 for a License Agreement with Youth Scoreboards, L.L.C. for video scoreboards at Harrington Park.*

RES 2024-276

- K. *Consider a Resolution approving a waiver to the DCEDC to allow for the possession, distribution, and consumption of beer and wine at such special event in accordance with Section 12.205 of the Code of Ordinances by approved vendor(s), providing for camping or overnight occupancy within Armstrong Park; providing for regulations and conditions for such use; providing for a waiver of applicable distance requirements under Section 12-201 of the Code of Ordinances.*
Special Event Planner Angela Owens reviewed this item for the council. Mayor Pro Tem Koontz requested this item be moved to individual consideration. It is now item 5C.

Councilmember Don McBurnett made a motion to approve the consent agenda as stated, Mayor Pro Tem Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. *Take any necessary action as a result of the Executive Session.*
No action taken as a result of the executive session.
- B. *Appoint City Councilmembers to serve on the Audit Committee and discuss and consider private citizens' appointment to the Audit Committee, as well as designate a chairman for the committee.*
Citizen appointments will be continued until a future meeting.

Councilmember Don McBurnett made a motion to appoint Councilmembers McBurnett, Cherry-Brown, and Mayor Contreras to the Audit Committee with Councilmember McBurnett as Chair. Councilmember Joe Veracruz seconded the motion. The vote was 7 for, 0 against.

RES 2024-288

Draft

- C. ***Consider a Resolution approving a waiver to the DCEDC to allow for the possession, distribution, and consumption of beer and wine at such special event in accordance with Section 12.205 of the Code of Ordinances by approved vendor(s), providing for camping or overnight occupancy within Armstrong Park; providing for regulations and conditions for such use; providing for a waiver of applicable distance requirements under Section 12-201 of the Code of Ordinances.***

Angela Owens presented This item in the briefing session, who was available to answer questions. Mayor Pro Tem Koontz asked about past large-scale events and attendance. Ms. Owens stated that the events have been well attended. Mr. Koontz then asked how often we have disturbances. Interim Police Chief Matt Stogner stated that we hire outside officers to supplement during large events. This has minimized the number of incidences. Mr. Koontz then asked if we had to sell alcohol in order for this to be a successful event. City Manager Finch stated that this is a council decision. This is for beer and wine sales in a designated area. Councilmember Pennebaker commented that he had competed in the past barbeque competition and feels beer and barbeque go together. There was not an issue last time. Councilmember Gooden asked if there was a reason this was brought to the council. Ms. Owens stated that part of it is that the cooks sometimes cook with alcohol, and also, we have been asked by citizens to sell alcohol. Councilmember Cherry-Brown asked if there would be a confined area and if there would be a limit. Ms. Owens stated that the vendors and the police will be monitoring consumption. Mayor Pro Tem Koontz asked if overnight camping and alcohol sales would be voted on together. Mr. Hager stated the council could request to amend the resolution with the sale of alcohol and the overnight camping be voted on separately. Councilmember Gooden commented that she has concerns about the sale of alcohol as she does not think it is necessary for the 4th of July event. She is okay with it for the barbeque cookoff. Councilmember McBurnett stated he would like to hear the presentation before voting. Ms. Owens reviewed the procedures, map, and security plan. He would also like the sale of alcohol for the barbeque cook-off and not the July 4th event.

Mayor Greg Contreras made a motion to approve the resolution be amended by Attorney Hager, Councilmember Don McBurnett seconded the motion. The vote was cast 5 for, 1 against (Councilmember Joe Veracruz) Councilmember At-Large DeMonica Gooden abstained.

Mayor Greg Contreras made a motion to approve the resolution with the exclusion of July 4th for alcohol sales, Councilmember Don McBurnett seconded the motion. The vote was cast 5 for, 2 against (Councilmember At-Large DeMonica Gooden and Mayor Pro Tem Jeremy Koontz).
RES 2024-282

6. **STAFF AND BOARD REPORTS**
None

Mayor Contreras recessed the regular session at 8:08 p.m. to reconvene the briefing session.

ADJOURNMENT
The meeting was adjourned at 9:41 p.m.

APPROVED:

CITY SECRETARY

Draft

**Duncanville Special Called Meeting Minutes
Tuesday, July 9, 2024**

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Tuesday, July 9, 2024, at 3:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Greg Contreras
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Mayor Pro Tem Jeremy Koontz
Councilmember Karen Cherry-Brown

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Councilmember Kyle Pennebaker

RECEIVE PUBLIC COMMENTS

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

Erika Browning
442 E. Cherry St.
Agenda items

EXECUTIVE SESSION

The Executive Session was called into session at 3:04 p.m., and Mayor Contreras read the item into record.

The Council closed the Executive Session at 5:22 p.m.

1. ***City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.***
2. ***City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.***
3. ***City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.***
4. ***City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located north of Wintergreen, south of Interstate 20, and west of US Highway 67 and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.***

No action was taken as a result of the executive session.

ADJOURNMENT

The meeting was adjourned at 5:22 p.m.

Draft

APPROVED:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Consider a resolution approving a property damage recovery service agreement with Peachtree Recovery Services, Inc.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Douglas Finch, City Manager

BACKGROUND/HISTORY:

Peachtree provides claims management services with no cost other than a portion of the amount of money they are able to return to the City of Duncanville. Currently, public works files a claim, when possible, to try to recover costs; however, there is not a dedicated person or process to ensure the City of Duncanville taxpayers are receiving reimbursement from the involved vehicle's insurance carrier. Peachtree uses publicly available data to manage the claim filing process for the city and remits payment to the city when a claim is successful. The fee for a successful claim is 19% of the revenue recovered by Peachtree. Peachtree withholds the fee from the payment remitted to the city, and the city does not pay Peachtree if revenue is not recovered.

POLICY EXPLANATION:

Peachtree made a presentation to Council at the June 18, 2024 City Council meeting. The resolution will authorize the City Manager to execute the agreement.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Do not adopt the resolution.
2. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2024-287 - Property Damage Recovery Services](#)

RESOLUTION NO. 2024-287

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A PROPERTY DAMAGE RECOVERY SERVICE AGREEMENT WITH PEACHTREE RECOVERY SERVICES, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has been experiencing increasing annual crash quantities, many of which damage city property; and,

WHEREAS, the City repairs damaged property but does not recover the costs of those repairs; and,

WHEREAS, Peachtree Recovery Services, Inc. reviews all traffic accident reports to identify potential claims, files the claims, and manage the processing of the claim; and,

WHEREAS, if Peachtree successfully files a claim, they return the money to the City, minus a fee for processing the claim.

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

SECTION 1. An Property Damage Recovery Services Agreement with Peachtree Recovery Services, Inc , attached hereto as "Exhibit A," is hereby approved; and

SECTION 2. The City Manager is hereby authorized to execute the necessary documents related to said agreement.

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

SECTION 4. That this Resolution shall take effect immediately from and after its passage and the publication of the caption of said Resolution, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of July, 2024.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

AGREEMENT FOR PROPERTY DAMAGE (THIRD PARTY RESPONSIBLE) RECOVERY SERVICES [PRS Agreement Number 24-4305]

This Agreement for Property Damage (Third Party Responsible) Recovery Services (“Agreement”) is made and entered into by and between Peachtree Recovery Services, Inc., (“Product or Service Provider”, Contractor, or “PRS”) and the City of Duncanville (“City” or “CLIENT”) and is effective on the date signed by both of them (the “Effective Date”).

RECITALS

WHEREAS, CLIENT is a municipal government or consolidated municipal/county government of the State of Texas; and

WHEREAS, CLIENT is eligible to purchase the Services described below (“Services”) in accordance with the terms of this Agreement, for use by such municipal governments; and

WHEREAS, CLIENT and PRS acknowledge that this Agreement is solely between CLIENT and PRS; and

WHEREAS, PRS warrants that it provides the Services in compliance with all applicable laws and standards applicable to PRS’s industry; and

WHEREAS, PRS warrants that it has and will keep in effect at its sole expense all licenses, permits, qualifications, and approvals which are legally required to provide the Services; and

WHEREAS, **Exhibits A.1, A.2, A.3, A.4, A.5, A.6 and A.7** are incorporated in this Agreement as if fully restated;

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT and PRS (each individually a “Party” and collectively the “Parties”) agree to the Recitals above and as follows.

1. Services and Compensation

PRS will perform the services described in the Statement of Work attached as **Exhibit A.1** for the compensation described below. **PRS does not provide any form of legal or tax services pursuant to this Agreement.**

- a. PRS shall retain nineteen per cent (19%) of all amounts recovered for each claim after deduction of any Paid Administrative Fee, any PRS Reimbursed Expenses, and any CLIENT Litigation Costs (each defined in **Exhibit A.1**). PRS shall forward the remaining eighty-one percent (81%) for each claim to CLIENT.
- b. PRS shall pay CLIENT thirty (30) days in arrears on a monthly basis for damage claims recovered during the previous month. Such payments shall be accompanied by an emailed or other electronic progress report in a form similar to the form included in **Exhibit A.2**. PRS always will include the Agreement number on such reports.
- c. PRS shall provide such payments and reports to the primary contact at CLIENT set forth in “Notices” below, and CLIENT shall notify PRS promptly of any change to the primary contact or the primary contact’s information.

Page 3 of 24 PRS shall not perform services for CLIENT except those listed in **Exhibit A.1**.

Exhibit A

2. Performance Standards for Services and Compliance with Laws

PRS shall use its best efforts and work diligently to perform the services. PRS will comply with all Federal, State, and Local laws, ordinances, rules, and regulations that directly apply to its rendering of services to CLIENT pursuant to this Agreement. In the event it appears to CLIENT that PRS is failing to substantially comply with the quality of services or the specified completion schedule of its duties under the Agreement, Client shall provide written notice thereof to PRS. The notice must identify specific incidents or circumstances comprising the conditions of the complaint. As soon as possible after receipt of said notice, the appropriate representatives of both parties shall meet to discuss the conditions of the complaint.

3. Confidential Information and Open Records Act Compliance

Confidential Information. PRS will obtain electronic access to non-public information relating to CLIENT and CLIENT's property by providing a copy of this Agreement to the entity that manages electronic databases containing such information. PRS agrees that it will only use the non-public information in these databases in order to perform the Services. PRS reviews the information on the electronic databases and does not download or copy information from the databases into its own information systems or paper files.

PRS affirms that it does not need to create or maintain custody of personally identifiable information that must be safeguarded under applicable law in order to perform the Services. Personally identifiable information includes the following: dates of birth, phone numbers, emails and account numbers of individuals, social security numbers, medical information, or information commonly used in identity theft. To the extent PRS reviews such information in the electronic databases, PRS shall not make any record of such information and shall maintain the confidentiality of such information.

Notwithstanding the above, PRS will maintain contact information, checks, and other banking information from responsible third parties and their insurance carriers. PRS shall safeguard such information as it safeguards its own financial account information and shall keep the information confidential. Provided this information is ever hacked, or compromised in any manner, PRS shall immediately notify the Client within 24 hours of the discovery of such breach of records maintained in regard to this Agreement.

PRS will not accept credit card payments from responsible third parties and will not maintain any payment card information as a result of this Agreement.

Open Records Act Compliance. If disclosure of information covered by this Agreement is required pursuant to the Texas Open Records Act (i.e., § 550.065, et. seq.) or other state or federal law (18 USC 2721), the recipient may make the required disclosure provided that the recipient must, if permitted by law, advise the other party promptly of the request for disclosure and cooperate with the other party in responding to it. The parties shall clearly identify any document or types of documents submitted to each other that include trade secrets and submit an affidavit with respect to such documents in accordance with Texas Government Code § Section 552.110. The parties will follow and maintain compliance with the provisions of the Texas Government Code § Section 552.110 with respect to any requests under the Texas Government Code (§ 552, et. seq.) for such documents.

4. Term

This Agreement shall be effective on the Effective Date and shall continue for a one (1) year period, with the option to renew the agreement for four (4) additional one (1) year periods unless terminated by either Party in accordance with the Termination provisions of this Agreement. This Agreement shall be **renewed automatically** under the updated terms and conditions negotiated between the Client and PRS and provided by PRS to Client at least ninety (90) days prior to the end of the term, unless otherwise terminated in accordance with the Termination provisions or unless either Party notifies the other in writing at least sixty (60) days prior to the end of the term of a desire not to renew.

Exhibit A

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non- performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

6. Insurance

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

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

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

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by **AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

Exhibit A

The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONTRACTOR warrants that the CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract. PRS performs services for CLIENT as a result of this Agreement and compensation for services may exceed the minimum set forth in Texas Government Code Section 2269.002, as amended from time to time. Pursuant to Texas Government Code Section 2269.002, for as long as this Agreement remains in effect, PRS will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). PRS shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.3** to this Agreement, or a similar affidavit that meets the requirements of the law.

If PRS subcontracts any services described in this Agreement, PRS shall require the subcontractor to attest to its compliance with Texas Government Code Section 2269.002, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.4** or a similar subcontractor affidavit that meets the requirements of the law. PRS shall maintain any completed affidavit and make a copy of it available to CLIENT upon request. PRS shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

8. Notices

All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

CLIENT:

Douglas Finch, City Manager
203 E. Wheatland Road
Duncanville, TX 75116
(469) 312-1042
douglas.finch@duncanvilletx.gov

PRS:

Peachtree Recovery Services, Inc.
Todd Rhoad, CFO
7778 McGinnis Ferry Road #306
Suwanee, GA 30024
(678) 230-7594
todd.rhoad@peachtreers.com

9. Termination

a. Termination by CLIENT for Cause.

Termination for Cause. CLIENT shall have the right to terminate this Agreement: if PRS commits a material breach of this Agreement and fails to cure such breach within thirty (30)

Page 6 of 24
days after receiving written notice of the breach and CLIENT's intention to terminate the Agreement unless cured.

Exhibit A

Termination for Convenience. CLIENT may terminate this Agreement for convenience with thirty (30) days written notice to PRS.

b. Termination for Convenience.

Either PARTY may terminate this Agreement for any reason with ninety (90) days prior written notice to the Other PARTY.

c. Effect of Termination.

Upon receipt of notification that this Agreement will be terminated, PRS shall notify the primary contact at any governmental entity that manages access to non-public databases of the date of the termination. Then PRS shall take all other necessary steps to terminate the access to such databases that was granted to PRS solely as a result of this Agreement.

Upon receipt of notification that this Agreement will be terminated, PRS will notify all contacts for open claims of the date the Agreement will terminate and provide instructions for the contact to communicate directly with CLIENT about the open claims after that date.

If PRS receives a payment for a claim after the termination date, PRS shall forward the entire payment to CLIENT without deducting any amount from the payment.

No later than one hundred twenty (120) days after the termination date, PRS shall provide CLIENT an electronic copy of all documents PRS developed or maintained on behalf of CLIENT in order to provide the Services.

10. Survival

The terms of the following Sections shall survive any termination of this Agreement:

Ownership and Use of Work Product

Confidential Information

Indemnification

Notices

Effect of Termination

Miscellaneous (Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries, Records Maintenance, Retention and Audit)

11. Miscellaneous

a. Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

b. Governing Law. This Agreement will be governed in all respects by the laws of the state of Texas, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in the county in which CLIENT is located and the parties hereby consent to the jurisdiction of such court.

c. Dispute Resolution.

Page 7 of 24 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the

Exhibit A

controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.

- ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of any state.

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

- d. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.
- e. Excused Performance. Neither CLIENT nor PRS shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which PRS is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in part by CLIENT, provided however, that CLIENT notifies PRS in writing within ten (10) business days of discovering such delays.
- f. Records Maintenance, Retention and Right to Audit. PRS shall maintain all records pertaining to this Agreement until the earlier of the date PRS delivers an electronic copy of such records to CLIENT or five years after termination of this Agreement. PRS's accounting procedures and practices shall conform to generally accepted accounting principles. Upon the request of CLIENT after reasonable notice to PRS, PRS shall make available to CLIENT such records as may be necessary to enable CLIENT to conduct an audit to assure that the appropriate fees have been charged to CLIENT.

Authorized representatives of CLIENT may at all reasonable times have access to review and inspect the Agreement activities and data collected under the terms of this Agreement and any amendments thereto. If CLIENT desires to conduct an audit of all or a portion of claims filed on behalf of CLIENT and the amounts paid to CLIENT, it may do so after providing thirty (30) days written notice to PRS. All books, documents, plans, papers, records, drawings, studies, specifications, estimates, maps and computations, prepared by or for the PRS under the terms of this Agreement, shall be available to authorized representatives of CLIENT for inspection and

Exhibit A

review at all reasonable times in the general offices of CLIENT or the office of PRS as determined by CLIENT. PRS shall correct, at its expense, any errors in its work. If any errors result in additional amounts due to CLIENT, PRS shall forward such additional amounts to CLIENT promptly.

- g. Subcontracting Performance of Services. PRS may subcontract with engineers, experts and others to provide assistance to PRS in the valuation of claims without first obtaining CLIENT's written consent. PRS may subcontract the performance of other portions of the Services only with CLIENT'S prior written consent.
- h. Assignment of Agreement. PRS may not assign this Agreement.
- i. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.
- j. No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.
- k. Changes in PRS Organization. PRS shall notify CLIENT in writing within five (5) business days upon PRS taking any action to change its corporate structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact CLIENT, including payments to PRS, and PRS shall identify how these impacts to CLIENT will be mitigated.
- l. Drug-Free Workplace. PRS certifies that a drug-free workplace will be provided for PRS's employees during the performance of this Agreement.
- m. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute one Agreement.
- n. Funding and Non-Appropriation Clause. The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

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

- o. Force Majeure. The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of God, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the

Exhibit A

CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

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

Exhibit A

Business Prohibitions and Requirements**A. Prohibition on Contracts with Companies Boycott of Israel**

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Transactions with an Abortion Provider or Affiliate

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

C. Prohibition against doing business with Foreign Terrorist Organizations

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

D. Discrimination Against Firearm & Ammunition Industries

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

E. Boycotting of Energy Companies

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

F. Certificate of Interested Parties Electronic Filing (See Exhibit A.7)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract

Exhibit A

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

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

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

CITY OF DUNCANVILLE, TEXAS

Peachtree Recovery Services, Inc. (PRS)

By: _____

By: _____

Name: Douglas Finch

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

EXHIBIT A.1

STATEMENT OF WORK

Peachtree Recovery Services, Inc. (PRS) will identify the potential damaged CLIENT property claims through online review of police reports and referrals, determine through various means the third party responsible for the damage, and invoice and collect from the third party or the third party's insurance carriers on CLIENT property damage claims. PRS will perform the following duties as part of its service.

Duties Performed by PRS

A. Process Development

PRS will develop a process for identification of damaged property, identification of the third party responsible for the damage, identification of the third party's insurance coverage, and development of the cost of damages.

1. PRS shall have and exercise specific methodology authority over the method and manner of damage claim information collection and submission to the responsible party or their insurance carrier.
2. PRS shall monitor all statutes of limitations and make proper notice on all claims submitted, including maintaining a status report of all pending claims that specifies the expiration date of the corresponding statute of limitation. However, PRS shall have no liability for any statute of limitation or notification issues.
3. Retention of Counsel and Legal Expenses. PRS may recommend claims for litigation. The CLIENT is responsible for all aspects and expenses of the litigation process on any claim, including but not limited to the engagement of attorneys, filing fees and court costs. PRS shall never engage an attorney or file a legal action on behalf of CLIENT.
4. Non-litigation. Except when CLIENT's insurance carrier is or will be involved with a loss, PRS has complete authority to submit, sign notice of claim forms, compromise, settle and release third parties from claims for property damage owed to CLIENT, so long as the amount of recovery to be paid in settlement will be 75% or more of the base damages (the amount billed minus any charged Administrative Fees and Expenses), and to execute such documents that are necessary to its exercise of this authority. If the amount of recovery to be paid in settlement will be less than 75% of the base damages amount, PRS shall obtain written approval from CLIENT to perform any such tasks. If CLIENT's insurance policy requires the claim to be subrogated to the

Exhibit A.1

insurance carrier or requires the amount received to be returned to the insurance carrier, PRS shall obtain written approval from CLIENT to perform any such tasks.

5. PRS will monitor all statutes of limitations and make proper notice on all claims, including maintaining a status report on all pending claims that specifies the expiration date of the corresponding statute of limitation for each claim. PRS is not liable for any statute of limitation or notification issues.
6. Recovery of claims less than three thousand dollars (\$3000) by PRS will be attempted for up to two hundred seventy days. At that time PRS will cease recovery efforts and allow for a potential response from the responsible party and/or their insurance company. If unrecovered after twelve (12) months and no promise of payment has been established, PRS will close the claim as "further efforts not warranted," provided that PRS shall promptly notify CLIENT of any decision to close such claim, and, thereafter, CLIENT shall be entitled to pursue such claim itself or through a third-party without any further or other obligations to PRS hereunder relative to such claim. If a promise of payment is established then the claim will remain open for an additional ninety (90) days.

B. Monitoring and Assessment of Damages

PRS shall monitor electronic databases containing non-public CLIENT information for damage to CLIENT's roads and facilities. PRS generally shall use its own data to estimate costs for all property damage. However, if PRS does not have appropriate data to make an assessment, CLIENT will assist PRS as needed to determine the costs of damage. PRS maintains relevant damage data on the following highway facilities:

1. Signs
2. Guardrail
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents
10. CLIENT vehicles and off-road equipment except totaled vehicles and equipment

Exhibit A.1

C. Identification and Pursuit

PRS shall to the extent possible:

1. Identify the individual(s) and/or company which caused the damage
2. Identify responsible third parties
3. Identify available insurance coverage maintained by the responsible third party/ies
4. Identify the specific damage to property and potential return
5. File any insurance claims with the third party's insurance carrier and pursue the maximum recovery available for the CLIENT
6. Support queries and inquiries about submitted claims
7. Interact with CLIENT offices of [enter departments, such as Safety and Legal Services] as appropriate, to support negotiations with responsible individuals or parties and/or their representatives (such as their insurance companies) regarding:
 - a. Payment process for non-insured motorists
 - b. Legal actions against responsible parties
 - c. Court Appearances

D. Documentation

PRS shall prepare the following:

1. Repair estimates
2. Invoices
3. Cover Letters
4. Other documentation and resources as required

E. Reporting

1. PRS shall provide electronic Monthly Reporting in a form similar to the report attached as Exhibit A.2 to the Agreement, which shall include on a per-claim basis, the total amount requested on behalf of CLIENT, the portion of that amount that was a Charged Administrative Fee, the portion of that amount that was an Expense, a description of the Expense, the amount recovered, the date of receipt, the amount compromised in settlement, the amount retained by PRS as a Paid Administrative Fee or Reimbursed Expense, and the amount forwarded to CLIENT.

Reports and Payments: The CONTRACTOR shall submit payments for services rendered and completed. Reports shall be emailed to the City's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated departmental point of contact. Payment will be made by check unless the parties mutually agree to payment electronic transfer of funds.

F. Administration Fee

PRS may add to the damage claim filed a reasonable fee of no more than five hundred dollars (\$500.00) for any claim for which the third party's insurance carrier has additional requirements during negotiations ("Charged Administrative Fee.") A Paid Administrative Fee means an Administrative Fee or a portion of an Administrative Fee that was fully paid by the third party's insurance carrier as part of the damages "on top" of the base damage claim, and therefore may be deducted from the amount recovered and may be retained by PRS. For example, if PRS submits a damage recovery claim in the amount of \$4,500.00, which includes a base recovery claim of \$4,000.00 plus a Charged Administrative Fee of \$500.00, and the responsible third party pays the entire \$4,500.00, then the \$500.00 is a Paid Administrative

Exhibit A.1

Fee. PRS will deduct the \$500.00 from the amount recovered and use \$4,000 as the recovery amount when calculating the percentage due to CLIENT. In contrast, if the responsible third party pays only \$4,000.00, there is no Paid Administrative Fee and PRS will use the entire amount recovered (\$4,000.00) when calculating the percentage of the recovery amount due to CLIENT.

G. Expenses and CLIENT Litigation Costs

- a. PRS Charged Expenses. PRS may incur reasonable expenses in performing the Services, such as expenses for structural engineering or technical certified expert reports, and may add the amount of those expenses to the damage claim filed. Such expenses are "PRS Charged Expenses."
- b. PRS Reimbursed Expenses are the entire PRS Charged Expense or a portion of the PRS Charged Expense that was paid by the third party as part of the damages "on top" of the base damage claim. PRS will deduct Reimbursed Expenses from the amount recovered and retain them, and will not include the amount of Reimbursed Expenses when calculating the percent of the recovery amount to forward to CLIENT. For example, if PRS incurs an Expense of \$50.00 when preparing a \$4,000.00 claim, PRS will request \$4,050.00 from the responsible third party, with \$50.00 being the PRS Charged Expense. If the responsible third party pays \$4,050.00, the \$50.00 is a Reimbursed Expense. PRS will keep the \$50.00 and use \$4,000.00 when calculating the percentage of recovery amount due to CLIENT. In contrast, if the third party pays only \$4,000.00, PRS will not receive reimbursement for the expense and will calculate the amount due CLIENT on the entire amount received.
- c. CLIENT Litigation Costs. CLIENT is responsible for all costs of litigation, including costs related to preparation of documents, depositions and court reported or recorded statements, expert witness fees, and attorneys' fees. CLIENT will include such costs in the litigated claim for damages. When the litigated claim is settled outside of court or resolved in court, the recovery amount first will be reduced by the amount of CLIENT's Litigation Costs before the remainder of the recovery amount is allocated between the Parties. If PRS receives the payment, PRS will forward to CLIENT the entire amount of CLIENT's Litigation Costs and CLIENT's portion of the remaining recovery amount to which CLIENT is entitled. If CLIENT receives the recovery amount directly, CLIENT will retain the entire amount of CLIENT's Litigation Costs and will forward to PRS the portion of the remaining recovery amount to which PRS is entitled.

Exhibit A.1

Duties of CLIENT

A. Required Claims Referral When Damage is not Covered Under CLIENT's Insurance Policy

1. To prevent duplication of efforts, CLIENT shall refer all Property Damage (Third Party Responsible) claims in excess of one hundred dollars (\$100) that are not covered under the CLIENT's insurance policies to PRS or notify PRS in writing of its decision to pursue a claim on its own. CLIENT will refer such claims to PRS in an electronic format, whenever reasonably possible. PRS will not be responsible for such claims under one hundred dollars (\$100).
2. Claims referred to PRS by CLIENT under this subsection generally cannot be recalled by CLIENT prior to the expiration of 12 months. However, if CLIENT desires to cancel the claim, CLIENT may notify PRS that the claim is cancelled and PRS shall no longer pursue it.

B. Permitted Claims Referral When Damage is Covered Under CLIENT's Insurance Policy

1. CLIENT is solely responsible for filing claims with its own insurance carrier as it desires. Such claims include claims related to property damage caused by a third party that are covered by the insurance policy.
2. CLIENT may, but is not required, to refer Property Damage (Third Party Responsible) claims that are covered under the CLIENT's insurance policies to PRS as an alternative to filing such claims with the CLIENT's insurance policy, or in addition to filing such claims with the CLIENT's insurance policy.
3. Once CLIENT has referred a claim to PRS, the CLIENT generally may not recall the claim prior to the expiration of 12 months. However, if CLIENT has submitted a claim for damages to its insurance carrier and the carrier has not denied coverage for the claim, the CLIENT may recall the claim at any time in order to comply with the requirements of its insurance policy. PRS will have no rights to recoveries or fees for a claim paid by CLIENT's insurance carrier or for which CLIENT's insurance carrier has rights of subrogation.
4. If CLIENT's insurance carrier has paid CLIENT for a loss that includes PD3 losses for which PRS has obtained a recovery, CLIENT is solely responsible for notifying its insurance carrier of the recovery and complying with the reimbursement provisions of the insurance policy.

C. Cooperation

CLIENT shall appoint a primary contact who will receive monthly reports, provide guidance to PRS about property valuations when necessary, approve or arrange for the approval of settlements as necessary, and otherwise provide reasonable assistance to PRS in the performance of this Agreement.

EXHIBIT A.2

Date of Accident	Police Report #	PRS File #	Damaged Property	Claim Status	Total Requested	Date Requested	Charged Admin Fee	PRS Charged Expense	Expense Description	Client Litig. Costs	Total Recovered	% Recovered	Date of Receipt	Net Amount Recovered (after deduction of Paid Administrative Fees, Reimbursed Expenses, Client Litig. Costs)	Amount Due to Client	Number of Days to Recover

Exhibit A.3

SERVICE PROVIDER E-VERIFY COMPLIANCE AFFIDAVIT

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

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

Federal Work Authorization User Identification Number Date of Authorization

Service Provider:

Project:

Peachtree Recovery Services, Inc.

**Property Damage (Third Party Responsible)
Recovery Services**

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

Executed on _____, 20____, in _____(city), _____(state).

BY: Service Provider Authorized Officer or Agent Date

Printed Name and Title of Authorized Officer or Agent

Exhibit A.4
SERVICE PROVIDER SUBCONTRACTOR
E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **Peachtree Recovery Services, Inc.**, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

 Federal Work Authorization User Identification Number Date of Authorization

 Name of Subcontractor Name of Project

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

Executed on _____, 20____, in _____(city), _____
 (state).

 BY: Subcontractor Authorized Officer or Agent Date

 Printed Name and Title of Authorized Officer or Agent

Exhibit A.5 – Conflict of Interest Form

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

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

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

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

Each number below corresponds with the number on FORM CIQ:

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

Exhibit A.5

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	
For vendor or other person doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government, Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1	Name of vendor who has a business relationship with local governmental entity.
2	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)
3	Name of local government officer about whom the information in this section is being disclosed. Name of Officer This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section.
4	☐ I have no Conflict of Interest to disclose.
5	Signature of vendor doing business with the governmental entity Date

Exhibit A.6 – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

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

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

The CONTRACTOR shall:

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

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

Exhibit A.7– Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, _____ (Person name), the undersigned
 representative of _____ (Company or Business name)

 _____ (hereafter referred to as company) do
 hereby verify that the company named above, under the provisions of Subtitle F, Title 10,
 Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

 DATE

 SIGNATURE OF COMPANY REPRESENTATIVE



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Consider a Resolution awarding a bid and authorizing a Cooperative Purchasing Agreement with Viking Construction, Inc. through City of Grand Prairie Contract 21478 for micro-surfacing pavement treatment services for a one-year term, with the option to renew for up to two additional one-year terms, in an estimated contract amount not to exceed \$1,800,000.00 over the three years, subject to the exercise of a contract renewal and City Council appropriation.

Vision Statement:

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

Pillar:

- **Develop: Infrastructure Improvement Strategy**
 - **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Matt Bryant, Director of Public Works

Bertram Johnson, Street Superintendent (Interim)

BACKGROUND/HISTORY:

The annual Street Maintenance Plan for the City of Duncanville includes various methods of roadway maintenance to ensure the best use of funds given the specific roadway condition at a particular location. The Plan generally includes crack sealing, pavement lifting, micro-surfacing, pavement replacement, and mill and overlay street surface treatments to repair and rejuvenate road surfaces. Micro-surfacing involves applying water, asphalt emulsion, aggregate (crushed pea gravel), and chemical additives to an existing asphalt pavement surface. This helps rejuvenate the driving surface while preserving and protecting the underlying pavement structure. Typically, roadways chosen for cyclical micro-surfacing applications are treated every five to seven years. This method of street surfacing renewal is viewed as a cost-effective strategy to prolong the life of certain streets in Duncanville.

Location, weather, traffic loading, and pavement conditions determine whether a micro-surfacing application is appropriate for street surfacing. Roadways selected for micro-surfacing treatment commonly have medium to high traffic volume and slight to moderate distress. Additionally, roadways must have no rutting and generally narrow crack widths, and a micro-surfacing treatment must be demonstrated to extend the pavement life until resurfacing becomes necessary.

POLICY EXPLANATION:

City Council is requested to approve a contract with Viking Construction, Inc. in the total amount of \$1,800,000.00. The estimated expenditures are \$450,000.00 for FY24 and \$1,350,000.00 spread over fiscal years 25 through 27, subject to future appropriations in FYs 25-27, as outlined below.

FY24: \$450,000.00

FY25: \$450,000.00

FY26: \$450,000.00

FY27: \$450,000.00

This authorization should cover all micro-surfacing needs through April 30, 2027. The Grand Prairie agreement expires on April 30, 2025. The contract is expected to be renewed before that date. However, if it is not renewed, staff will request the City Council's approval of a new micro-surfacing treatment services agreement.

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 allow government agencies to participate in these cooperative arrangements voluntarily.

FUNDING SOURCE:**ORG and Object Number**

01066200-700450 (Street Division/Contractual Services)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$1,184,595.37	\$450,000.00	\$734,595.37

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Grand Prairie Pricing](#)

[Resolution No. - 2024-290 - Micro-surfacing Pavement Treatment Services with Exhibit](#)

Attachment 1

From: [Brad Pearce](#)
To: [Breanna Davis](#)
Cc: [Kathy Casillas](#)
Subject: RE: City of Grand Prairie Micro Surfacing Contract -
Date: Friday, June 21, 2024 1:53:21 PM
Attachments: [image001.png](#)

Yes, ma'am.

Your pricing will be the \$3.72/sy price for more than 49,999 sys of micro surfacing per the most recent renewal from 5/9/24.

That is one of the benefits to using the inter-local agreement with them.

The pricing on the Grand Prairie contract is usually slightly less than a smaller open bid contract, because we know that several other cities such as yours are using the contract, as well.

This helps us to negotiate a better material price and perform the work at a lower price, because we can treat it as if it were a much larger contract with the combined work.

Brad Pearce

Viking Construction

Director of Pavement Preservation TX Region

2592 Shell Rd Georgetown, TX 78628

Cell (512) 413-0006 Office (512) 930-5777

www.vciss.com | brad@vciss.com



From: Breanna Davis <bdavis@duncanville.com>
Sent: Friday, June 21, 2024 1:46 PM
To: Brad Pearce <brad@vciss.com>
Cc: Kathy Casillas <kathy@vciss.com>
Subject: RE: City of Grand Prairie Micro Surfacing Contract -

Hello, Brad,

Please let us know if Viking Construction agrees to honor the City of Grand Prairie's pricing for micro-surfacing?

Thank you!

Breanna Davis

Executive Assistant – Public Works



203 E. Wheatland Rd
Duncanville, TX 75116
972.780.5015 P
www.duncanvilletx.gov

From: Brad Pearce <brad@vciss.com>
Sent: Friday, June 21, 2024 1:32 PM
To: Breanna Davis <bdavis@duncanville.com>
Cc: Kathy Casillas <kathy@vciss.com>
Subject: City of Grand Prairie Micro Surfacing Contract -

Good afternoon, Breanna!

Here is a copy of our current micro surfacing contract with the City of Grand Prairie.
I have attached a copy of the original contract from 2022 and the contract renewal documents that were executed 5/9/2024.

Their contract is the closest to you that allows others to tie on with an inter-local agreement. They are also very helpful in setting up the agreements with other cities since they seem to do it quite often with ours and other city contracts.
You can contact their purchasing/finance department for more details on setting up the inter-local agreement with them.

Please feel free to reach out to me with any questions you may have about the contract, or the inter-local agreement and I will be happy to help as much as I can.

Thanks,

Brad Pearce

Viking Construction

Director of Pavement Preservation TX Region
2592 Shell Rd Georgetown, TX 78628
Cell (512) 413-0006 Office (512) 930-5777
www.vciss.com | brad@vciss.com



RESOLUTION NO. 2024-290

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH VIKING CONSTRUCTION, INC. THROUGH CITY OF GRAND PRAIRIE CONTRACT 21478 FOR MICRO-SURFACING PAVEMENT TREATMENT SERVICES FOR A ONE-YEAR TERM, WITH THE OPTION TO RENEW FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED \$1,800,000.00 OVER THE THREE YEARS, SUBJECT TO THE EXERCISE OF A CONTRACT RENEWAL AND CITY COUNCIL APPROPRIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements; and

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

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

WHEREAS, the City of Grand Prairie has taken competitive sealed bids for Micro-Surfacing (Polymer Modified) and Slurry Seal Treatment Services, and a contract was awarded to Viking Construction, Inc.; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a Cooperative Purchasing Agreement with Viking Construction, Inc. through City of Grand Prairie Contract 21478 for micro-surfacing pavement treatment services for a one-year term, with the option to renew for up to two additional one-year terms, in an estimated contract amount not to exceed \$1,800,000.00 over the three years, subject to the exercise of a contract renewal and City Council appropriation.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a Cooperative Purchasing Agreement with Viking Construction, Inc. through City of Grand Prairie Contract 21478 for micro-surfacing pavement treatment services for a one-year term, with the option to renew for up to two additional one-year terms, in an estimated contract amount not to exceed \$1,800,000.00 over the

three years, subject to the exercise of a contract renewal and City Council appropriation, authorizing the City Manager to execute the necessary documents related to said expenditures.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of July, 2024.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

**CITY OF GRAND PRAIRIE
AMENDMENT TO ANNUAL CONTRACT**

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

WHEREAS, the CITY and VENDOR have entered into an annual contract to provide micro surfacing and slurry seal treatment, per bid award resulting from vendor's response to RFB #22062, submitted by Dan Welsh on February 28, 2022; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$3,119,937.60 if all extensions were exercised. The Agreement was effective as of April 6, 2022, and was to terminate at midnight on April 30, 2023, unless the parties mutually agree in writing to extend the term of the Agreement through an allowable renewal option, or unless otherwise terminated as provided in paragraph XVI of the original Agreement; and

WHEREAS, the first of four available renewal options were executed on May 4, 2023, and extended the term of the contract through April 30, 2024 and approving a price increase;

WHEREAS, the above referenced agreement provides that VENDOR may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to execute the second of the four available renewal options and extend the contract expiration to midnight on April 30, 2025, at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$623,987.52 to reflect the contract renewal; and
3. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and Vendor shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such

Page 4 of 8

policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract; and

4. This shall constitute an authorization for extension of the Agreement as set out in the agreement between the parties, and an amendment to such Agreement. All the terms and conditions of the original Agreement shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

5. NOTICES

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

CITY:

City of Grand Prairie

ATTN: Kimberley Ruiz, Senior Buyer, Purchasing Division

300 W. Main Street, Grand Prairie, TX 75050

PO Box 534045, Grand Prairie, TX 75053-4045

Phone 972-237-8089 | Email purchasingfax@gptx.org

Accounts Payable Contact: accountspayable@gptx.org

VENDOR:

Viking Construction, Inc

ATTN: Dan Welsh, Project Manager

2592 Shell Road, Georgetown, TX 78628

Phone 512-930-5777 | Email: dan@vciss.com

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

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

EXECUTED this the _____ day of _____, 2024.

CITY OF GRAND PRAIRIE, TEXAS

By: Megan Mahan
Deputy City Manager

VIKING CONSTRUCTION, INC.

By: Brad J Pearce

Printed
Name: Brad J Pearce

ATTEST:

for Gloria Galicia
Mona Lisa Galicia, City Secretary

Title: Director of Pavement Preservation-TX Region

APPROVED AS TO FORM:

[Signature]
City Attorney **Approved as to form**
City Attorney's Office
Grand Prairie, TX



VIKING
Construction, LLC

*Preserving Texas roads with
pride and integrity.*

2592 Shell Road
Georgetown, TX 78628
Office 1(512)930-5777 ▼ Facsimile 1(512) 868-1955

Exhibit...

City of Grand Prairie
Kimberley Ruiz Senior Buyer
Renewal 2 of 4, RFB #22062

Ms. Ruiz,

Thank you for the chance to renew our Micro Surfacing & Slurry Seal contract for the 2024 season. Viking would like to extend the contract another year but will need to ask for a price increase due to cost increases for materials, trucking/delivery of materials, and labor. Please see our proposed new prices below:

Slurry Seal smaller than 49,999 SY will change to \$3.90/SY

Slurry Seal larger than 49,999 SY will change to \$3.48/SY

Micro Surfacing smaller than 49,999 SY will change to \$4.09/SY

Micro Surfacing larger than 49,999 SY will change to \$3.72/SY

Please contact me with any questions.

Brad Pearce

Brad Pearce

Viking Construction

Director of Pavement Preservation TX Region

2592 Shell Rd Georgetown, TX 78628

Cell (512) 413-0006 Office (512) 930-5777

www.vciss.com | brad@vciss.com

Pave
PRESERVATION GROUP

Cactus **S**OUTHWEST
SLURRY SEAL



Micro-Surfacing & Slurry Seal Surfacing Services
Bid #22062

Item	Description	Qty	UOM	Initial Term	Renewal #1 - to	Renewal # 2 - to
				expiring April 2023	expire in April 2024	expire in April 2024
				Unit Price	Unit Price	Unit Price
1	Slurry Seal <49,999	1	SY	\$2.95	\$3.20	\$3.90
2	Slurry Seal >49,999	1	SY	\$2.91	\$3.16	\$3.48
3	Micro Seal <49,999	1	SF	\$3.33	\$3.58	\$4.09
4	Micro Seal >49,999	1	SY	\$3.29	\$3.54	\$3.72



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Consider a Resolution authorizing the submittal of an application for financial assistance from the Texas Water Development Board for lead service line inventory and replacement and designating the City Manager as the authorized representative to execute all necessary documents related to said application.

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:

Douglas Finch, City Manager

Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:

The Drinking Water State Revolving Fund (DWSRF) Program was established by the 1996 amendments to the Safe Drinking Water Act (SDWA). The DWSRF Loan Program provides low-cost financial assistance for planning, acquiring, designing, and constructing water infrastructure. The Infrastructure Investment and Jobs Act (IIJA) appropriated funds through the DWSRF for Lead Service Line Replacement (LSLR) projects and associated activities directly connected to identifying, planning, designing, and replacing lead service lines.

The DWSRF Program will provide financial assistance in the form of 51% principal forgiveness and 49% below-market interest rate loans. Projects covering service line inventories will receive a 0% interest rate on the loan portion while financing for planning, acquisition, design, and/or construction will be at the DWSRF's regular reduced rate.

POLICY EXPLANATION:

The Texas Water Development Board (TWDB) prepares an annual Intended Use Plan (IUP) that outlines how it intends to utilize DWSRF funds to support program goals. To be considered for TWDB's IUP, the City of Duncanville submitted a Project Information Form in May 2023 detailing the proposed Lead Service Line Inventory and Replacement Program project. In May 2024, the City was invited to apply for financial assistance with the TWDB for lead service line inventory and

replacement. The project is listed in the TWDB's IUP as being eligible to receive funding as shown below:

Project Description: Duncanville Lead Service Line Inventory and Replacement Program
 Eligible Project Phases: Planning Design & Construction
 Eligible Project Cost: \$21,181,293

The intent to apply was submitted to TWDB by the June 21st deadline, and TWDB must receive our application by 5:00 PM on July 26th. In compliance with TWDB regulations, the Duncanville City Council must pass a resolution authorizing the financial assistance application.

FUNDING SOURCE:

ORG and Object Number
 N/A

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2024-293 - Texas Water Development Board Financial Assistance Application](#)

RESOLUTION NO. 2024-293

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD FOR LEAD SERVICE LINE INVENTORY AND REPLACEMENT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED REPRESENTATIVE TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO SAID APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Drinking Water State Revolving Fund Loan Program provides low-cost financial assistance for the planning, acquisition, design, and construction of water infrastructure; and

WHEREAS, funds have been appropriated for Lead Service Line Replacement projects and associated activities directly connected to the identification, planning, design, and replacement of lead service lines; and

WHEREAS, the City of Duncanville desires to apply for financial assistance from the Texas Water Development Board for lead service line inventory and replacement.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes an application to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$21,181,293.00 to provide for the costs of lead service line inventory and replacement.

SECTION 2. The City Manager of the City of Duncanville, Texas, is hereby designated the authorized representative of the City of Duncanville for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3. The firms and individuals authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Duncanville before any hearing held by the Texas Water Development Board on such application are under procurement and will be identified at a later date.

SECTION 4. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of July, 2024.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Consider a Resolution ratifying Change Orders 1 and 2 for the design of the Cedar Ridge Road Reconstruction Project in an expenditure amount of \$41,625.00 and authorizing an appropriation of \$41,703.50 for additional project contingency for the execution of future change orders; amount of \$83,328.50, for a total contract amount not to exceed \$500,363.50.

Vision Statement:

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

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
 - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Develop: Infrastructure Improvement Strategy**
 - **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:

On November 6, 2018, residents voted to support the City's issuance of \$20,735,000.00 in general obligation bonds, which the City Council later approved on February 5, 2019. Under Proposition B, \$2,000,000.00 in bond funds were allocated for the design and construction of improvements along a segment of Cedar Ridge Dr. Additional funds are available in the Utility Fund to cover the design and construction of improvements to the underlying water and wastewater infrastructure. The water and wastewater mains were installed in the 1960s and need to be replaced.

On June 1, 2021, City Council authorized PSA 21-031 in the amount of \$417,035.00 with no contingency for Engineering Consultant Services with Dunaway Associates to design Cedar Ridge Street Reconstruction and Subsurface Utility Improvements from Big Stone Gap Rd. to Wheatland Rd. This agreement was to design the reconstruction of six lanes of roadway paving, sidewalk, pavement markings, drainage, and water and wastewater improvements along Cedar Ridge Dr. Additionally, City Council approved Resolution 2021-039, requesting the City Manager provide design alternatives along the Cedar Ridge Corridor before starting the Cedar Ridge Reconstruction Design. Notice to proceed on the Corridor Study was issued to Dunaway Associates on October 7, 2020.

The agreement was amended (Change Order 1 - \$9,200.00) in April 2022 to authorize further study of the Cedar Ridge Drive corridor to confirm the section of roadway selected for reconstruction provided the most value to the City.

After a briefing of Dunaway's corridor study findings on January 17, 2023, City Council selected the segment along Cedar Ridge between Middale Rd. to Camp Wisdom to be reconstructed. The agreement was amended (Change Order 2 - \$32,425.00) to design concrete roadway paving, sidewalk, drainage, water, wastewater, and pedestrian signalization improvements along this segment. This includes approximately 1,500 LF of 6-lane arterial roadway concrete paving, 2,800 LF of improved pedestrian sidewalks and ADA ramps, 1,400 LF of 8-in diameter water pipeline, 1,400 LF of 8-in diameter wastewater pipeline, and underground storm drainage to be replaced. The scope also includes curb ramps and pedestrian-related traffic signal enhancements at both intersections.

POLICY EXPLANATION:

Staff requests ratification of Change Orders 1 and 2 and an appropriation of \$41,703.50 as a project contingency to cover any unforeseen conditions and expenses that may result in a change order. The total cost of the project's design should not exceed \$500,363.50.

FUNDING SOURCE:

ORG and Object Number

17100000-708102-RIDGE (Utility CIP Water Projects/Construction/Cedar Ridge Reconstruction) and
26010000-708102-RIDGE (Streets Bond Projects/Construction/Cedar Ridge Reconstruction)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$2,818,838.90	\$83,328.50	\$2,735,510.40

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2024-273 - Cedar Ridge Road Reconstruction Change Orders Ratification and Contingency Authorization - Pdf](#)

RESOLUTION NO. 2024-273

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, RATIFYING CHANGE ORDERS 1 AND 2 FOR THE DESIGN OF THE CEDAR RIDGE ROAD RECONSTRUCTION PROJECT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, IN AN EXPENDITURE AMOUNT OF \$41,625.00; AND, AUTHORIZING AN APPROPRIATION OF \$41,703.50 FOR ADDITIONAL PROJECT CONTINGENCY FOR THE EXECUTION OF FUTURE CHANGE ORDERS; AMOUNT OF \$83,328.50, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$500,363.50; AND, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to making infrastructure improvements to the City's infrastructure; and

WHEREAS, on June 1, 2021, the City Council of the City of Duncanville, Texas, authorized Professional Services Agreement 21-031 for the design of Cedar Ridge street reconstruction and subsurface improvements; and

WHEREAS, change orders 1 and 2 were proposed to further study the Cedar Ridge Drive corridor and modify the road segment to be constructed, respectively; and

WHEREAS, change orders increasing the total contract price or valued at \$50,000.00 or greater require City Council approval; and

WHEREAS, a project contingency authorizes the City Manager or designee to execute change orders valued at less than \$50,000.00; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to ratify Change Orders 1 and 2 for the design of the Cedar Ridge Road Reconstruction Project, attached hereto and incorporated herein as Exhibit A, in an expenditure amount of \$41,625.00; and, authorize an appropriation of \$41,703.50 in additional funding to establish a project contingency for future change orders; the total combined appropriations in the amount of \$83,328.50; for a total contract amount with the appropriations herein, will be not to exceed \$500,363.50; and, authorize the City Manager to execute the necessary documents related to said expenditures.

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

Section 1. The City Council of the City of Duncanville, Texas, hereby ratifies Change Orders 1 and 2 for the design of the Cedar Ridge Road Reconstruction Project, attached hereto and incorporated herein as Exhibit A, in an expenditure amount of \$41,625.00; and, authorizes an appropriation of \$41,703.50 in additional funding to establish a project contingency for future change orders; the total combined appropriations in the amount of \$83,328.50 for a total contract amount with the appropriations herein, will be not to exceed \$500,363.50; and authorize the City Manager to execute the necessary documents related to said expenditures.

Section 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of July, 2024.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Resolution No. 2024-273

Page 2 of 7

4880-8872-1101

Exhibit A1



**AUTHORIZATION
FOR
CONTRACT AMENDMENT**

Date: 1/17/2022 **Amendment No.:** 1 **Dunaway Project No.:** B006607.002
Project Name: Cedar Ridge Rd Reconstruction and Subsurface Utility Improvements
 Resolution No. 2021-026 (PSA-21-031)
Attn: Ms. Jackie Culton, PE
Client: City of Duncanville
Address: 203 E. Wheatland Road, Duncanville, TX 75138-0280

Services covered by this authorization shall be performed in accordance with the related Professional Services Contract under the original PSA-20-076 dated October 7, 2020. The Cedar Ridge Traffic Study originally contracted for completion under Contract 3210013, will now be completed as amended below under this new authorization for work (PSA-21-031).

ORIGINAL CONTRACT AMOUNT (PSA-21-031):	\$417,035.00	Lump Sum Services
CONTRACT AMENDMENT #1 AMOUNT:	\$9,200.00	Lump Sum Services
TOTAL REVISED CONTRACT AMOUNT:	\$426,235.00	Lump Sum Services

Client hereby requests and authorizes Dunaway Associates LLC (Dunaway) to perform the following additional services as related to Corridor Traffic Study currently under development. These additional efforts will serve to finalize the Study:

DETAILED SCOPE OF WORK

1. **Traffic Counts and Revised Analysis**\$6,600 Lump Sum
 Recent field observations by Dunaway staff have revealed increased traffic in and around the High School at Cedar Ridge Road. When this originally scoped study started, we had made assumptions regarding traffic that now appear to have been under estimating vehicular traffic at the school and its impact to Cedar Ridge traffic operations. This amendment scope covers gathering additional traffic counts around the High School measuring the AM and PM peaks as they relate to student and school related traffic. Scope additionally covers costs for analyzing this new data and updating traffic models along the corridor.
2. **Finalize Study Report**\$2,600 Lump Sum
 Scope includes updating report with revised traffic analysis and recommendations. Scope additionally includes visiting with City staff and City Council work session to present findings.

G:\Production\400\1006600\6607002 - Cedar Ridge Roadway\Project Management\Proposal\Amendment No. 1 - Corridor Study\22-0117 CA_1 Add Corridor Study Final Report.docx

Corporate: 550 Bailey Avenue, Suite 400 Fort Worth, Texas 76107 Tel: 817.335.1121 Fax: 817.335.7437 dunawayassociates.com
 Page 3 of 7

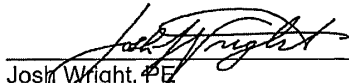
Fort Worth Austin Midland San Antonio

Authorization for Contract Amendment No. 1
Cedar Ridge Rd Reconstruction
City Contract # PSA-21-031
Page 2

If the proposed scope of this amendment meets with your approval, please sign below and return one copy to our office as our notice to proceed.

Respectfully submitted,

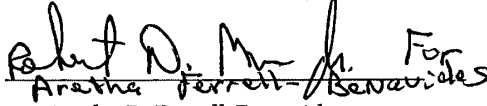
DUNAWAY ASSOCIATES LLC
a Texas limited liability company



Josh Wright, PE
Discipline Lead II | Associate

Agreed & Accepted

CITY OF DUNCANVILLE, TX

By:  For

Name: Aretha R. Ferrell-Benavides

Title: City Manager

Date: _____

Exhibit A2



AUTHORIZATION FOR CONTRACT AMENDMENT

Date: 2/2/2023 **Amendment No.:** 2 **Dunaway Project No.:** B006607.002
Project Name: Cedar Ridge Rd Reconstruction and Subsurface Utility Improvements
Resolution No. 2021-026 (PSA-21-031)
Attn: Ms. Jackie Culton, PE
Client: City of Duncanville
Address: 203 E. Wheatland Road, Duncanville, TX 75138-0280

Services covered by this authorization shall be performed in accordance with the Professional Services Contract PSA-21-031 dated June 1, 2021. This contract was amended April 4, 2022 to authorize further study the Cedar Ridge Drive corridor to confirm that the section of roadway selected for reconstruction under PSA-21-031 provided the most value to the constituents and the City. Based on the findings of that report and after multiple conversations and presentations with City Council and Public Works department, it was determined that the segment of roadway to be reconstructed should change from the original scope of PSA-21-031 (Big Stone Gap to Wheatland Rd) to a new segment of roadway along Cedar Ridge Road from Middale Road to Camp Wisdom Road. Amendment to Contract Price summary is below:

ORIGINAL CONTRACT AMOUNT (PSA-21-031):	\$417,035.00	Lump Sum Services
CONTRACT AMENDMENT #1 AMOUNT:	\$9,200.00	Lump Sum Services
CONTRACT AMENDMENT #2 AMOUNT:	\$32,425.00	Lump Sum Services
TOTAL REVISED CONTRACT AMOUNT:	\$458,660.00	Lump Sum Services

Client hereby requests and authorizes Dunaway Associates LLC (Dunaway) to perform the following revised design services as related to Cedar Ridge Rd Reconstruction:

Project Understanding is modified per this CA No. 2 as follows:

The City of Duncanville requires a design of concrete roadway paving, sidewalk, drainage, water, wastewater, pedestrian signalization improvements for Cedar Ridge Road from Middale Road to Camp Wisdom in Duncanville, Texas. Scope includes approximately 1,500 LF of 6-lane arterial roadway concrete paving, 2,800 LF improved pedestrian sidewalks and ADA ramps, 1,400 LF of 8-in diameter water pipeline, 1,400 LF of 8-in diameter wastewater pipeline, and underground storm drainage all to be fully replaced. Scope includes curb ramps and pedestrian related traffic signal enhancements at both intersections. Signals will not be replaced in whole. The proposed pavement scope includes full pavement replacement through both intersections. Existing streetlights, landscaping, irrigation, and signals will remain and be incorporated into the proposed plans.

G:\Production\4000\006600\6607\002 - Cedar Ridge Roadway\Project Management\Proposal\Amendment No. 2 - Final Roadway Scope\23-0202 CA_2 Cedar Ridge - Final Civil

Page 5 of 7

Corporate: 550 Bailey Avenue, Suite 400 Fort Worth, Texas 76107 Tel: 817.335.1121 Fax: 817.335.7437 dunawayassociates.com

Fort Worth Austin Midland San Antonio

Authorization for Contract Amendment No. 1
 Cedar Ridge Rd Reconstruction
 City Contract # PSA-21-031
 Page 2

The original Executive Fee Summary is modified per this CA as follows:

Executive Fee Summary

Basic Engineering Services	ORIGINAL	AMENDMENT NO. 2	DIFFERENCE
Project Management	\$ 16,760.00	\$21,900.00	\$5,140.00
Water	\$ 45,300.00	\$33,300.00	(\$12,000.00)
Wastewater	\$ 8,600.00	\$35,000.00	\$26,400.00
Drainage	\$ 43,525.00	\$32,960.00	(\$10,565.00)
Signalization & Intersection Improvements	\$ 28,500.00	\$45,000.00	\$16,500.00
Roadway	\$ 149,510.00	\$138,900.00	(\$10,610.00)
Utility Relocation Coordination	\$9,300.00	\$10,300.00	\$1,000.00
Bid Phase Services	\$ 12,740.00	\$12,740.00	\$0.00
Construction Phase Services	\$ 17,770.00	\$21,900.00	\$4,130.00
Geotechnical Services	\$11,400.00	\$12,900.00	\$1,500.00
Survey Services	\$ 32,450.00	\$35,450.00	\$3,000.00
Subsurface Utility Exploration	\$ 38,940.00	\$45,600.00	\$6,660.00
TDLR Permitting	\$ 1,630.00	\$2,900.00	\$1,270.00
Direct Expenses	\$ 610.00	\$610.00	\$0.00
Total:	\$ 417,035.00	\$449,460.00	\$32,425.00

Statement of Work as agreed upon under PSA-21-031, except as it relates to the actual segment of roadway and length of elements to be redesigned as noted in this Contract Amendment, remains fully unchanged and in full force and effect.

If the proposed scope of this amendment meets with your approval, please sign below and return one copy to our office as our notice to proceed.

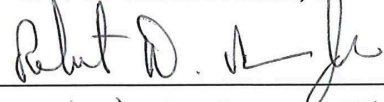
Respectfully submitted,

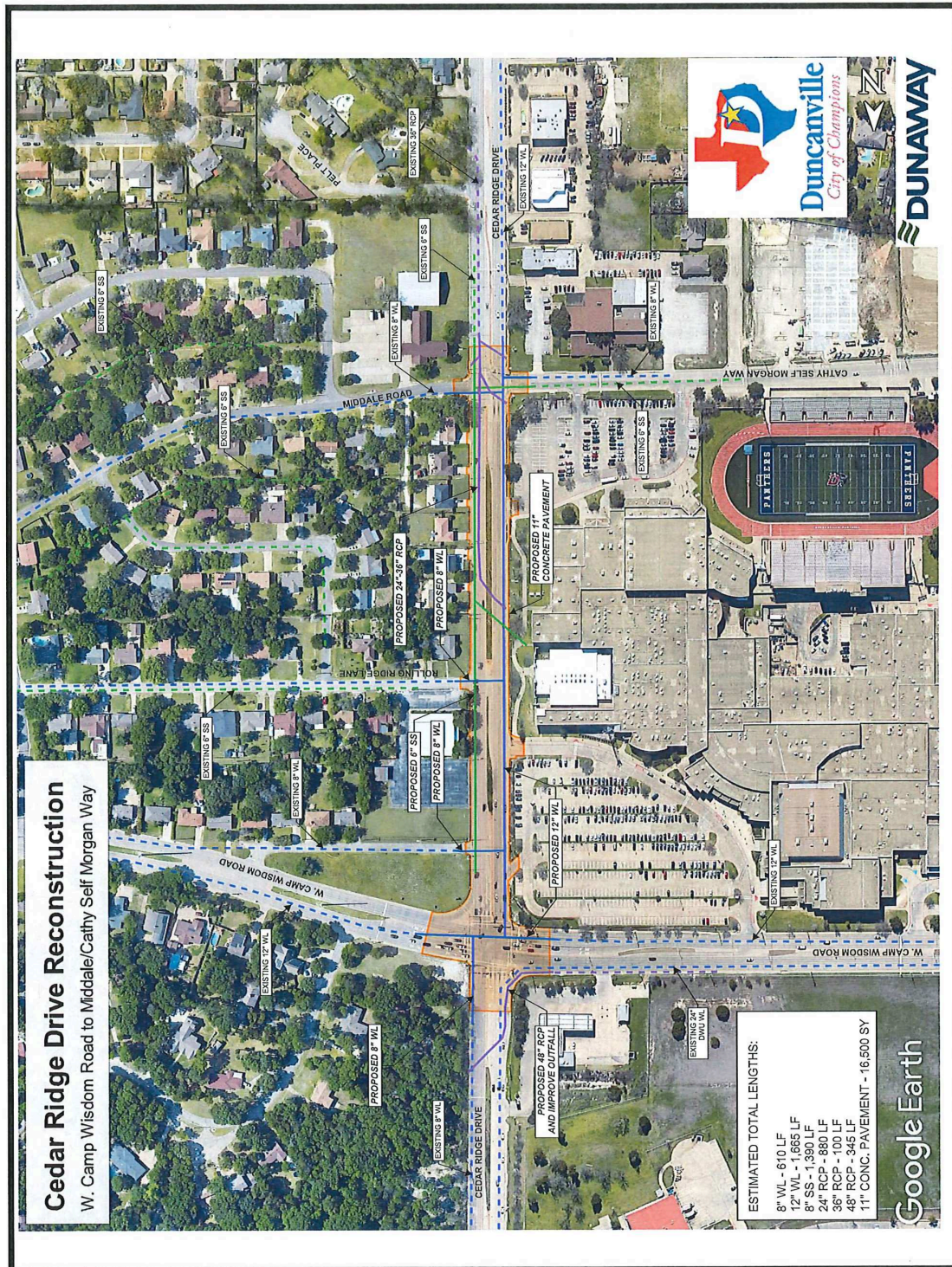
DUNAWAY ASSOCIATES, LLC
 a Texas limited liability company


 Josh Wright, PE
 Sr. Discipline Lead II | Associate Principle

Agreed & Accepted

CITY OF DUNCANVILLE, TX

By: 
 Name: Robert D. Brown Jr.
 Title: Interim City Manager
 Date: 4-5-2023





STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Consider a Resolution authorizing a Development and Release Agreement between the City of Duncanville and the Greene Homeowners' Association (HOA) to provide engineering plans for a drainage improvement project and release the City from any future liability and responsibility for improvements constructed on HOA-owned property.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:

In the early 2010s, city staff constructed a berm on property owned by the Greene Homeowners' Association to help address flooding to houses on the west side of Old Country Road. A berm is a ridge constructed to help divert stormwater runoff and improve drainage in an area. In late 2022, city staff was approached by the homeowner of 617 Old Country, alleging that his property was at risk of structural damage due to the concentrated and multiplied peak water runoff into the waterway adjacent to his property. City staff conferred with the City Attorney and elected to have drainage improvements to the area designed by an engineering firm. The improvements, a 100 ft. long concrete drainage flume, approximately four feet in width, with a depth of one foot, six inches, have been designed by IEA, Inc.

POLICY EXPLANATION:

City staff is requesting authorization of the Development and Release Agreement to provide the drainage improvement engineering plans. The City of Duncanville has the legal authority to enter into a Development and Release Agreement, which releases the City from any future liability and responsibility for providing, constructing, enlarging, maintaining, equipping, and operating municipal infrastructure on the private property owned by the HOA and/or their property owners.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2024-289 - Old Country Road Development and Release Agreement with Exhibit](#)

RESOLUTION NO. 2024-289

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A DEVELOPMENT AND RELEASE AGREEMENT BETWEEN THE CITY OF DUNCANVILLE AND THE GREENE HOMEOWNERS' ASSOCIATION (HOA), ATTACHED HERETO AND INCORPORATED AS EXHIBIT "A," TO PROVIDE ENGINEERING PLANS FOR A DRAINAGE IMPROVEMENT PROJECT AND RELEASE THE CITY FROM ANY FUTURE LIABILITY AND RESPONSIBILITY FOR IMPROVEMENTS CONSTRUCTED ON HOA-OWNED PROPERTY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a berm was constructed by City of Duncanville staff on HOA-owned property in the early 2010s to help address flooding to houses on the west side of Old Country Road; and

WHEREAS, an engineering study procured by an affected homeowner and the Greene HOA asserted that while the flooding issue was solved by the berm, as installed, the berm concentrated and multiplied peak runoff storm flow into the waterway next to 617 Old Country Road, contributing to uncontrolled erosion and endangering the structural integrity of 617 Old Country Road; and

WHEREAS, the City of Duncanville elected to have improvements to the area in question designed by an engineering firm; and

WHEREAS, the City of Duncanville has the legal authority to enter into a Development and Release Agreement which releases the City from any future liability and responsibility for providing, constructing, enlarging, maintaining, equipping, and operating municipal infrastructure on the private property owned by the HOA and/or their property owners; and

WHEREAS, the City of Duncanville paid two thousand seven hundred and ninety-five dollars (\$2,795) for the design of a drainage improvement project ("Improvements") to be located at 617 Old Country Road within the City of Duncanville, Texas; and

WHEREAS, the Greene HOA owns and occupies real property adjacent to and underlying said Improvements and desires to fund, pay for, and construct a one-hundred-foot (100 ft.) long concrete drainage flume, approximately four feet (4 ft.) in width and at a depth of one and a half feet (1 ft. 6 inches) as part of the Improvements; and

WHEREAS, The City Council of Duncanville desires to authorize a Development and Release Agreement, attached hereto and incorporated herein as Exhibit "A," between the City of Duncanville, Texas, and the Greene Homeowners' Association to provide engineering plans for a drainage improvement project and release the City from any future liability and responsibility for improvements constructed on HOA-owned property.

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

SECTION 1. The City Council of the City of Duncanville hereby authorizes a Development and Release Agreement, attached hereto and incorporated herein as Exhibit "A," between the City of Duncanville, Texas, and the Greene Homeowners' Association to provide engineering plans for a drainage improvement project and release the City from any future liability and responsibility for improvements constructed on HOA-owned property; and authorizes the City Manager to execute the necessary documents related to said agreement.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of July, 2024.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

STATE OF TEXAS	§	DEVELOPMENT AND RELEASE
	§	AGREEMENT
COUNTY OF DALLAS	§	

This Development and Release Agreement (“Agreement”) is made by and between the City of Duncanville, Texas (“City”), and The Greene Homeowners’ Association (the “HOA”) (collectively the “Parties,” or singularly as a “Party”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the City has legal authority to enter into a Development and Release Agreement which releases the City from any future liability and responsibility for providing, constructing, improving, enlarging, maintaining, equipping and operating municipal infrastructure on the private property owned by the HOA and/or their property owners; and

WHEREAS, City has paid two-thousand, seven hundred and ninety-five dollars (\$2,795) for design of a drainage improvement project to be located at 617 Old County Road within the corporate limits of the City of Duncanville, Texas, being further described in Exhibit “A” (“Improvements”); and

WHEREAS, HOA owns and occupies real property adjacent to and underlying said Improvements and desires to fund, pay for and construct a one-hundred-foot (100 ft.) long concrete drainage flume, approximately four feet (4 ft.) in width and at a depth of one and a half feet (1’ 6”) as part of the improvements.

NOW THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I
Findings and Determinations**

The City Council hereby finds and determines that: (i) City is authorized to enter into this Agreement; (ii) authorizes the inclusion of the concrete drainage flume to the Improvements which serves as public drainage; and (iii) the owner of the adjacent property desires to participate in the drainage improvements.

**Article II
Term**

The term of this Development and Release Agreement (“Term”) shall commence on the Effective Date and shall continue into perpetuity, unless sooner terminated.

Article III Definitions

Wherever used in this Agreement, the following terms shall have the meaning ascribed to them unless the context clearly indicates otherwise:

“Affiliate” shall mean any entity under the common control or ownership of HOA.

“City” shall mean the City of Duncanville, Texas.

“Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements; (ii) all necessary permits for the construction of the Improvements on the Land, pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Improvements has commenced.

“Completion of Construction” shall mean: (i) substantial completion of the Improvements; and (ii) the City has inspected the Improvements and determined it meets all City requirements for such improvements.

“Effective Date” shall mean the last date of execution of this Agreement.

“Expiration Date” shall mean in perpetuity.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Improvements.

“Improvements” shall mean a one hundred (100) foot long concrete drainage flume, approximately four feet (4 ft.) in width and at a depth of one and a half feet (1’ 6”) which is herein depicted as Exhibit ‘A’, or design as otherwise amended or designed by the HOA which meets all city, state, and federal requirements.

“Insolvency” shall mean the dissolution or termination of the Party’s existence, insolvency, employment of a receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any

insolvency laws by or against the Party and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Related Agreement” shall mean any agreement, other than this Agreement, by and between the City and the HOA and any affiliated or related entity controlled or owned by HOA.

Article IV Obligations

4.1 HOA shall undertake certain infrastructure drainage replacement and improvement at 617 Old County Road, Duncanville, Texas as part of a comprehensive drainage project. Prior to the construction of improvements by the HOA and/or its contractor at 617 Old County Road, City shall tender HOA with a copy of the flume design plan as depicted on Exhibit ‘A’ which is attached hereto and incorporated herein. HOA may choose to construct the flume design plan provided by the City or another flume design plan of their choosing which meets all city, state, and federal requirements. HOA shall release the City from further liability for drainage issues at the subject property as the shared consideration for the receipt of the flume design plan valued at two-thousand seven hundred and ninety-five dollars (\$2,795).

Article V Termination; Repayment

5.1 Termination. This Agreement terminates upon any one or more of the following:

- (a) by written agreement of the Parties;
- (b) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within sixty (60) days after written notice thereof in accordance with this Agreement;
- (c) upon written notice by the City, if HOA suffers an event of Insolvency;
- (d) upon written notice by the City, if any Impositions owed to the City or the State of Texas by HOA shall become delinquent after thirty (30) days written notice is delivered pursuant to this Agreement (provided, however, HOA retains the right to timely and properly protest and contest any such Impositions);
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement in whole, but not in part, invalid, illegal or unenforceable; or
- (f) upon written notice by either Party, if any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that the HOA and City, in satisfying the conditions of this Agreement, have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: City Manager
City of Duncanville, Texas
203 E. Wheatland Rd.
Duncanville, Texas 75116

With a copy to:

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

If intended for Company:

Attn: HOA President
The Greene's HOA
P.O. Box 381636
Duncanville, TX 75138

With a copy to:

6.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

6.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

6.10 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.13 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 Assignment. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the HOA without the prior written consent of the City Manager. Notwithstanding the foregoing, the HOA may, upon thirty (30) days prior written notice to City, assign this Agreement to an Affiliate or third party in connection with the sale and transfer of the Premises to an Affiliate provided: (i) the Improvements remain subject to an Approved Franchise; and (ii) such assignee executes and delivers to City a written assumption, in a form and substance reasonably approved by City, of all of the obligations of Owner under this Agreement.

6.15 Right of Offset. The City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the HOA, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

6.16 Employment of Undocumented Workers. During the term of this Agreement, the HOA agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the HOA shall repay the taxes abated herein, and any other funds received by the HOA from the City as of the date of such violation within 120 days after the date the HOA is notified by the City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid.

(Signature page to follow)

EXECUTED on this _____ day of _____, 2024.

THE GREENE'S HOA

By: _____
_____, _____

EXECUTED on this _____ day of _____, 2024.

CITY OF DUNCANVILLE, TEXAS

By: _____
Douglas Finch, City Manager

ATTEST:

By: _____
Chiquita Taylor, City Secretary

Approved as to Form:

By: _____
Robert E. Hager, City Attorney

Exhibit A to the Agreement has been omitted.



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Consider a Resolution authorizing the purchase of three vehicles from Silsbee Ford Fleet Group that will be used in support of the Police Department's Patrol Division, in the expenditure amount not to exceed \$216,163.95, with the additional purchase of upfitting cost to Axon in the expenditure amount not to exceed \$39,349.44; with the additional purchase of upfitting cost to Motorola in an amount not to exceed \$19,366.29.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Matt Stogner, Interim Chief of Police
Ron McCarty, Sergeant

BACKGROUND/HISTORY:

The City Council approved the item on June 4, 2024. Silsbee contacted staff and stated they recently found out they could not install the radios due to a recent install on another vehicle they were working on. Staff notified Motorola, and they provided a new quote for the installation charges for the radios. Resolution 2024-247R reflects a reduction to Silsbee at \$216,163.95, and Motorola reflects an increase to \$19,366.29 for installation costs of radios.

At the February 20, 2024 City Council meeting, Resolution 2024-223 was presented and approved to accept and deposit federal and state asset forfeiture funds. The Duncanville Police Department intends to utilize federal equitable sharing funds to purchase three fully equipped police patrol vehicles.

On May 21, 2024, the Police Department presented the need for three additional Patrol vehicles to the City Council.

The Duncanville Police Department currently operates a fleet of 19 patrol vehicles. Our staffing includes four 12-hour patrol shifts, each requiring nine vehicles to accommodate seven officers and two supervisors per shift. Due to mechanical failures and vehicle crashes, several vehicles are frequently out of service, necessitating the use of the remaining fleet vehicles 24 hours a day.

The Duncanville Police Department faces several operational challenges with its current fleet. Continuous use of patrol vehicles without adequate downtime has led to increased maintenance costs and frequent repairs. The intensive 24-hour usage significantly reduces the life expectancy of our vehicles, necessitating more frequent replacements. These challenges underscore the need for an expanded fleet.

The purchase of three additional patrol vehicles using federal asset forfeiture funds will address the challenges mentioned above.

The following vehicles have been approved and purchased using federal equitable sharing funds:

- March 5, 2024 - SWAT Vehicle
- April 16, 2024 - Two unmarked vehicles (due to increase in rental vehicle pricing)

The following vehicles have been approved and purchased using budgetary funds:

- March 19, 2024 - Seven Patrol Vehicles (fleet replacement vehicles)
- April 2, 2024 - Six CID Vehicles (fleet replacement vehicles)

POLICY EXPLANATION:

The Department of Justice has specific guidelines for what is and what is not permitted use. As specified in the Equitable Sharing guidelines, funds received can only be accounted for as revenue once expenditures are identified and made. The funds received will be recorded on the balance sheet as deferred revenue until used.

FUNDING SOURCE:

ORG and Object Number

05010000-706103 (Federal Asset Forfeiture Fund)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$436,552.55	\$274,879.69	\$161,704.86

ACTION ALTERNATIVES:

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

ATTACHMENTS:

[Resolution No. - 2024-274R - Vehicle Purchases - Patrol - Pdf](#)

RESOLUTION NO. 2024-274R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF THREE VEHICLES FROM SILSBEE FORD FLEET GROUP THAT WILL BE USED IN SUPPORT OF THE POLICE DEPARTMENT'S PATROL DIVISION, IN THE EXPENDITURE AMOUNT NOT TO EXCEED \$216,163.95, WITH THE ADDITIONAL PURCHASE AND INSTALLATION OF PUBLIC SAFETY ACCESSORY EQUIPMENT COST TO AXON IN THE EXPEDITURE AMOUNT NOT TO EXCEED \$39,349.44; WITH THE ADDITIONAL PURCHASE OF UPFITTING COST TO MOTOROLA IN AN AMOUNT NOT EXCEED \$19,366.29; AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL DOCUMENTS, AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, it is necessary to immediately purchase three vehicles to be utilized in the daily operations of the Police Department's Patrol Division; and

WHEREAS, The Interlocal Purchasing System (TIPS) has evaluated proposals and awarded an agreement to Silsbee Ford Fleet Group in an amount not to exceed \$216,163.95; and

WHEREAS, the purchase and installation of public safety accessory equipment cost to Axon in the amount not to exceed \$39,349.44 and Motorola in the amount not to exceed \$19,366.29; and

WHEREAS, the City Council for the City of Duncanville wishes to designate the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the contract 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 of the City of Duncanville hereby approves and authorizes the purchase of three vehicles from Silsbee Ford Fleet Group using asset forfeiture funds through Interlocal Purchasing Systems (TIPS) agreement in an amount not to exceed \$216,163.95.

SECTION 2. That the City Council of the City of Duncanville hereby approves and authorizes the purchase and installation of public safety accessory equipment cost to Axon in the amount not to exceed \$39,349.44 and Motorola in the amount not to exceed \$19,366.29.

SECTION 3. That the City Council of the City of Duncanville authorizes the City Manager, as the authorized official, to execute the appropriate and necessary documents and/or purchase orders.

SECTION 4. This resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of July, 2024.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Discuss and consider private citizens' appointments to the Audit 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:

Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:

The Audit Committee of the Duncanville City Council is chartered to assist the City Council in fulfilling its financial and compliance oversight responsibilities. It is to be the City Council's principal agent in ensuring the independence of the City's annual financial audit, the integrity of City management, and the adequacy of financial disclosures to the public. The Audit Committee serves as the focal point for communication between the City Council, the independent auditor, and City management.

The Audit Committee's primary duties and responsibilities are to:

1. Advise the City Council and management on the selection of the independent auditor;
Advise the City Council and management on the selection of the independent auditor;
2. Serve as an independent and objective party to monitor the City's financial and compliance reporting process and internal control system;
Serve as an independent and objective party to monitor the City's financial and compliance reporting process and internal control system;
3. Review and appraise the audit efforts of the City's independent auditor.
Review and appraise the audit efforts of the City's independent auditor.

POLICY EXPLANATION:

In accordance with Resolution No. 2015-111714, the Audit Committee shall be appointed at the first regular City Council meeting in June, and is comprised of three or more members as determined by the City Council. Three of the members were appointed by the City Council from among its own members. Additionally, three members may be appointed who are not members of the City Council or

the City staff in order to insure that the committee has the needed understanding of governmental finance, accounting, and auditing.

During the June 18, 2024 council meeting, the below City Councilmembers and private citizen were appointed to serve on the Audit Committee:

- Don McBurnett - Chairman of the Audit Committee and City Councilmember
- Karen Cherry-Brown - City Councilmember
- Greg Contreras - former District 5 City Councilmember
- James Talley - CPA
- VACANT

Currently, there is one private citizen vacancy on the Audit Committee; however, pursuant to the creation resolution the City Council has the ability to expand the Audit Committee if desired.

FUNDING SOURCE:

ORG and Object Number

N/A

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

ACTION ALTERNATIVES:

1. Appointment of private citizen Audit Committee members

ATTACHMENTS:

[Resolution No. - 2024-292 - Audit Committee citizen appointment](#)

RESOLUTION NO. 2024-292

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CONFIRMING APPOINTMENT OF PRIVATE CITIZEN MEMBERS TO THE CITY COUNCIL AUDIT COMMITTEE FOR A ONE YEAR TERM; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Audit Committee of the Duncanville City Council has hereto been established to assist the City Council in fulfilling its financial and compliance oversight responsibilities; and,

WHEREAS, the Audit Committee shall be appointed annually by the City Council; and,

WHEREAS, on June 18, 2024 three of the members were appointed by the City Council from among its own members; and,

WHEREAS, two members may be appointed who are not members of the City Council or the City staff in order to insure that the committee has the needed understanding of governmental finance, accounting, and auditing; and,

WHEREAS, each member shall be appointed for a term of one year; and,

WHEREAS, the chairman of the Audit Committee was designated by the City Council at the June 18, 2024 meeting;

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

SECTION 1. The Duncanville City Council hereby appoints _____ to the Audit Committee to serve a one-year term through June 3, 2025.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 16th day of July, 2024.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Cedar Park Shopping Center, LTD., in an amount not to exceed \$20,000.00 for a building located at 207-331 South Cedar Ridge Drive, Duncanville, Texas, 75116.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Victor Barrera, Economic Development, Director
LoLecia Day, Economic Development, Assistant Director
Jeremiah Brewer, Economic Development Coordinator

BACKGROUND/HISTORY:

The Cedar Park Shopping Center has been owned by the applicant, the Weitzman Group, since the 1970s. The applicant is seeking incentive grant assistance to make exterior upgrades and maximize the physical accessibility of the shopping center. The applicant requested \$83,179.17 for façade and architectural improvement grants for roof replacement, and \$93,806.25 for infrastructure grants for ADA-related improvements. At the June 3, 2024, DCEDC Board Meeting, the Board voted to approve an infrastructure improvement grant in an amount not to exceed \$20,000 for ADA-related improvements to the shopping center. The incentive grant requires final approval from City Council.

The Cedar Park Shopping Center sits at one of the City's major thoroughfares, anchored by national retailers, ALDI, and Dollar Tree. The Cedar Park Shopping Center currently has an occupancy rate of 90%. At the November 20, 2023, DCEDC Board Meeting, an application by the Weitzman Group was approved in an amount of \$20,000 for architecture assistance (site improvement plans) related to proposed redevelopment of the Cedar Park Shopping Center. The grant was never approved by City Council.

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

Grant amounts approved by the DCEDC include:

* Infrastructure grant (ADA-related improvements)

Total: \$20,000.00

POLICY EXPLANATION:

The application by Cedar Park Shopping Center, LTD. was approved by the DCEDC on June 3, 2024, for incentive grants totaling \$20,000.00. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number

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

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$2,262,000.00	\$20,000.00	\$2,242,000

ACTION ALTERNATIVES:

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

ATTACHMENTS:

[Resolution No. - 2024-283 - DCEDC Grant - Cedar Park Shopping Center, LTD. -- 207-331 S Cedar Ridge Drive - Pdf](#)

[Exhibit A-Cedar Park Shopping Center Incentive Application \(ADA only\)](#)

[Exhibit B-Cedar Park Shopping Center Development Agreement](#)

RESOLUTION NO. 2024-283

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO CEDAR PARK SHOPPING CENTER, LTD., IN AN AMOUNT THAT SHALL NOT EXCEED \$20,000.00 FOR A BUILDING LOCATED AT 207-331 SOUTH CEDAR RIDGE DRIVE, DUNCANVILLE, TEXAS 75116; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Cedar Park Shopping Center, LTD. occupies the building located at 207-331 S. Cedar Ridge, Duncanville, Texas, 75116; and

WHEREAS, Cedar Park Shopping Center, LTD. intends to make ADA-related infrastructure improvements to maximize the physical accessibility from the designated accessible parking spaces to tenant entrances that serve the single-story, multi-tenant commercial (retail/restaurant/professional buildings) described as Cedar Park Shopping Center. These improvements will include the demolition of non-ADA compliant features of the current parking spaces and tenant entrances replacing them with the ADA compliant curb ramps, stairs, slopes, railings, and other upgrades to bring the Cedar Park Shopping Center up to ADA-compliance standards; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application of incentive grants that shall not exceed twenty thousand dollars and zero cents (\$20,000.00); and

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 approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to Cedar Park Shopping Center, LTD. for reimbursement of ADA-related infrastructure improvements to maximize the physical accessibility from the designated accessible parking spaces to tenant entrances that serve the single-story, multi-tenant commercial (retail/restaurant/professional buildings) described as Cedar Park Shopping Center. These improvements will include the demolition of non-ADA compliant features of the current parking spaces and tenant entrances replacing them with the ADA compliant curb ramps, stairs, slopes, railings,

and other upgrades to bring the Cedar Park Shopping Center up to ADA-compliance standards in an amount not to exceed twenty thousand dollars and zero cents (\$20,000.00), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of July, 2024.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



EXHIBIT "A"

Alan Grayson

Vice President

O: 214.720.6627

F: 214.953.0860

agrayson@weitzmangroup.com
weitzmangroup.com

May 14, 2024

Re: DCEDC incentive for Cedar Park Shopping Center

To Whom it May Concern:

Attached is the DCEDC Application for consideration of incentives as it relates to the ADA compliance work and roof replacement at Cedar Park Shopping Center. Please find the following attached for review:

- Completed application
- Site Plan
- Property legal description
- 2 quotes for the ADA compliance work with pictures attached
- 4 Roof quotes to replace roof from suites 201-259. (Sun Commercial is the owner's choice of vendor; they also replaced the roof from Suite 303-331 in 2022). Pictures attached.

Work description:

Roof replacement - The roof is to be replaced from suites 201-259. Prior work in 2022 replaced the roof from Suite 303-331. Cost to owner estimated \$83,179.17.

ADA common area compliance - maximize the physical accessibility from the designated accessible parking spaces to tenant entrances that serve the shopping center. Cost to owner estimated \$93,806.25.

Total cost for both projects estimated to be \$181,976.17. The ownership group kindly requests contribution to the improvements being made at the property via the DCEDC Economic Development Grants.

Please let me know if you have any questions or require any additional information to move forward with review of this request.

Cedar Park Shopping Center LTD,
a Texas limited partnership

By: Weitzman Management Corporation
Its Agent


 Alan Grayson
Vice President



Incentives & Grants Assistance Application

EXHIBIT A

Property Owner Cedar Park Shopping Center, LTD, a Texas Limited partnership
Mailing Address 3102 Maple Ave STE 500
City Dallas **State & Zip** Texas
Phone 2147206627 **Fax** **Email** agrayson@weitzmangroup.com

Project Representative Alan Grayson
Mailing Address 3102 Maple Ave STE 500
City Dallas **State & Zip** Texas
Phone 2147206627

Business Name Cedar Park Shopping Center, LTD, a Texas Limited partnership
Property Address _____
Will You Lease or Own the Property? ☒ Own ☐ Legal Incorporation (Sole Proprietor, LLC, etc) ☐ Limited Partnership
Type of Business Retail Shopping Center **Years in Business** Built 1978
Business Plan and Portfolio Available? _____ (If yes, please attach)

Project Description

ADA - Corrective measures to maximize the physical accessibility from the designated parking spaces to tenant entrances to address current ADA guidelines. Project to start at Monarch Dental and continue to T-Mobile. ROOF - roof replacement from Suites 259 - 201 (roof replacement of suites 331-303 was completed in 2022).

Square footage of Project: _____ **Date Projected for Occupation of Project/Initiation of Operations** _____
 51,621 square feet of building gross leasable area. Projects to start ASAP.

Fiscal Impact / Financial Background

Current Real Property Value \$ 2,518,270 (2023 tax valuation)
Estimated Property Investment (if applicable) \$ _____
Current Sales / Gross Receipts / Revenue Generated \$ 755,181 (of the tenants that reported sales)
Additional Revenue to be Generated from Business Expansion (if applicable) \$ _____ Center is currently 92.15% occupied. 4 leases up for renewal in 2024. Continue to upgrade tenancy where applicable and push rental rates
Sales Growth Expectations: Year One _____ Year Two _____ Year Three _____
Projected Total Annual Operating Budget of this Facility \$ 482,147 net expenses 2024 budget
Business Liabilities \$ _____
What infrastructure construction would be required? _____

Interior Investments \$ _____ **Exterior Investments** \$ _____

Are you entering into a Loan? ☒ Funding from existing loan. ☐ If yes, please answer the following:

Loan Amount \$ _____
Down Payment \$ _____
Construction Price of Improvements or Buildings \$ na
Lending Institution _____
Lender's Address _____
Lender's Contact Person _____

Employment Impact

Total Number of Jobs na **Total Annual Payroll** \$ _____
Type of Jobs Created _____

Percentage of Employees who will be Duncanville Residents _____
Number of Full-time Employees _____ **Number of Part-time Employees** _____

EXHIBIT "A"

IMPORTANT PARTICIPATION REQUIREMENTS FOR EACH GRANT:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
 - Bid information should also include the following:
 - Business Name
 - Contact Name
 - Contact Phone Number
 - Business Address
 - Cost of Services
- Grants, by default, are paid as a **REIMBURSEMENT** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID INVOICE** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An **Attestation of Completion of Work** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ **Sales Tax Grant**

Amount Requested \$ _____

Estimated Annual Sales Generated \$ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

☐ **Business Retention and Expansion Grant**

Amount Requested \$ _____

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars (\$2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

☐ **Paint Grant**

Amount Requested \$ _____

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

EXHIBIT "A"

☐ **Landscape Grant**

Amount Requested \$ _____

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

☐ **Signage Grant**

Amount Requested \$ _____

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

☐ **Façade and Architectural Improvement Grant**

Amount Requested \$ **\$83,179.17**

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

☐ **Pavement Grant**

Amount Requested \$ _____

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

☐ **Demo, Redevelopment, Reuse Grant**

Amount Requested \$ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

EXHIBIT "A"

☐ **Infrastructure Grant**

Amount Requested \$ \$93,806.25

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

☐ **Other Incentive** _____

Amount Requested \$ _____

Total Grant Amount Requested \$ \$181,976.17

*****If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.**

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter of Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name ALAN GRAYSON Date 5/14/24

Signature [Signature]
Vice President - Asset Management,



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

EXHIBIT "A"

Exhibit "A"

BEING ALL THAT CERTAIN LOT TRACT OR PARCEL OF LAND SITUATED IN THE R.F. HALE SURVEY, ABSTRACT NO. 615, CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF LOT 1 OF BLOCK "H" OF CEDAR RIDGE ADDITION, AN ADDITION TO THE CITY OF DUNCANVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 72211 AT PAGE 173 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, AND REVISED IN VOLUME 73068 AT PAGE 73 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, AND ALSO BEING THE PROPERTY DESCRIBED IN DEED TO CEDAR PARK SHOPPING CENTER AS RECORDED IN CORRECTION WARRANTY DEED IN VOLUME 20005251 AT PAGE 98 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND ALSO BEING THE PROPERTY DESCRIBED IN DEED TO CEDAR RIDGE & WHEATLAND JV, AS RECORDED IN VOLUME 97067, PAGE 538 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN "X" FOUND IN CONCRETE LOCATED AT THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS TRACT 1 IN A DEED TO SSP SUNWEST PORTFOLIO, LLC, AS RECORDED UNDER INSTRUMENT NO. 201900224939 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT BEING THE SOUTHEAST CORNER OF SAID CEDAR PARK SHOPPING CENTER TRACT, SAID POINT ALSO BEING IN THE WEST LINE OF CEDAR RIDGE DRIVE (100' RIGHT-OF-WAY), SAID POINT BEARING SOUTH 04° 01' 00" EAST AT A DISTANCE OF 308.60 FEET (RECORD) FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WHEATLAND ROAD (100' RIGHT-OF-WAY) AND THE WEST RIGHT-OF-WAY LINE OF SAID CEDAR RIDGE DRIVE;

THENCE SOUTH 85° 59' 00" WEST (BASIS OF BEARINGS PER DEED RECORDED IN VOLUME 2000251 AT PAGE 2988 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS) AND DEPARTING SAID CEDAR RIDGE DRIVE AND FOLLOWING ALONG THE COMMON LINE OF SAID SSP SUNWEST PORTFOLIO, LLC TRACT AND SAID CEDAR PARK SHOPPING CENTER TRACT, AND PASSING AT A DISTANCE OF 417.00 FEET THE NORTHWEST CORNER OF SAID SSP SUNWEST PORTFOLIO, LLC TRACT, COMMON TO THE SOUTH LINE OF SAID CEDAR PARK SHOPPING CENTER TRACT, COMMON TO THE NORTHEAST CORNER OF A CALLED 0.3858 ACRE TRACT OF LAND DESCRIBED IN DEED TO HALL PROPERTIES COMPANY, LLC, AS RECORDED UNDER INSTRUMENT NUMBER 20230094034 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS; AND CONTINUING ALONG THE SOUTH LINE OF SAID CEDAR PARK SHOPPING CENTER TRACT, COMMON TO THE NORTH LINE OF SAID HALL PROPERTIES COMPANY, LLC TRACT FOR A TOTAL DISTANCE OF 451.54 FEET TO A 5/8" IRON ROD SET FOR THE COMMON CORNER OF LOT 1B OF BLOCK "H" OF THE REPLAT OF CEDAR RIDGE ADDITION, AN ADDITION TO THE CITY OF DUNCANVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 87104 AT PAGE 6311 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS;

EXHIBIT "A"

THENCE NORTH 25° 59' 00" EAST AND DEPARTING SAID SSP SUNWEST PORTFOLIO, LLC TRACT, PASSING THE NORTHEAST CORNER OF SAID LOT 1B, COMMON TO THE SOUTHEAST CORNER OF LOT 1A OF BLOCK "H" OF SAID REPLAT OF CEDAR RIDGE ADDITION, RECORDED IN VOLUME 87104 AT PAGE 6311 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS AND CONTINUING ALONG FOR A TOTAL DISTANCE OF 69.09 FEET TO AN "X" SET IN CONCRETE FOR CORNER IN THE WEST LINE OF SAID CEDAR PARK SHOPPING CENTER TRACT, COMMON TO THE EAST LINE OF SAID LOT 1A;

THENCE NORTH 04° 01' 00" WEST AND FOLLOWING ALONG THE COMMON LINE OF SAID CEDAR PARK SHOPPING CENTER TRACT AND SAID LOT 1A FOR A DISTANCE OF 232.71 FEET TO A 5/8" IRON ROD SET FOR THE NORTHEAST CORNER OF SAID LOT 1A;

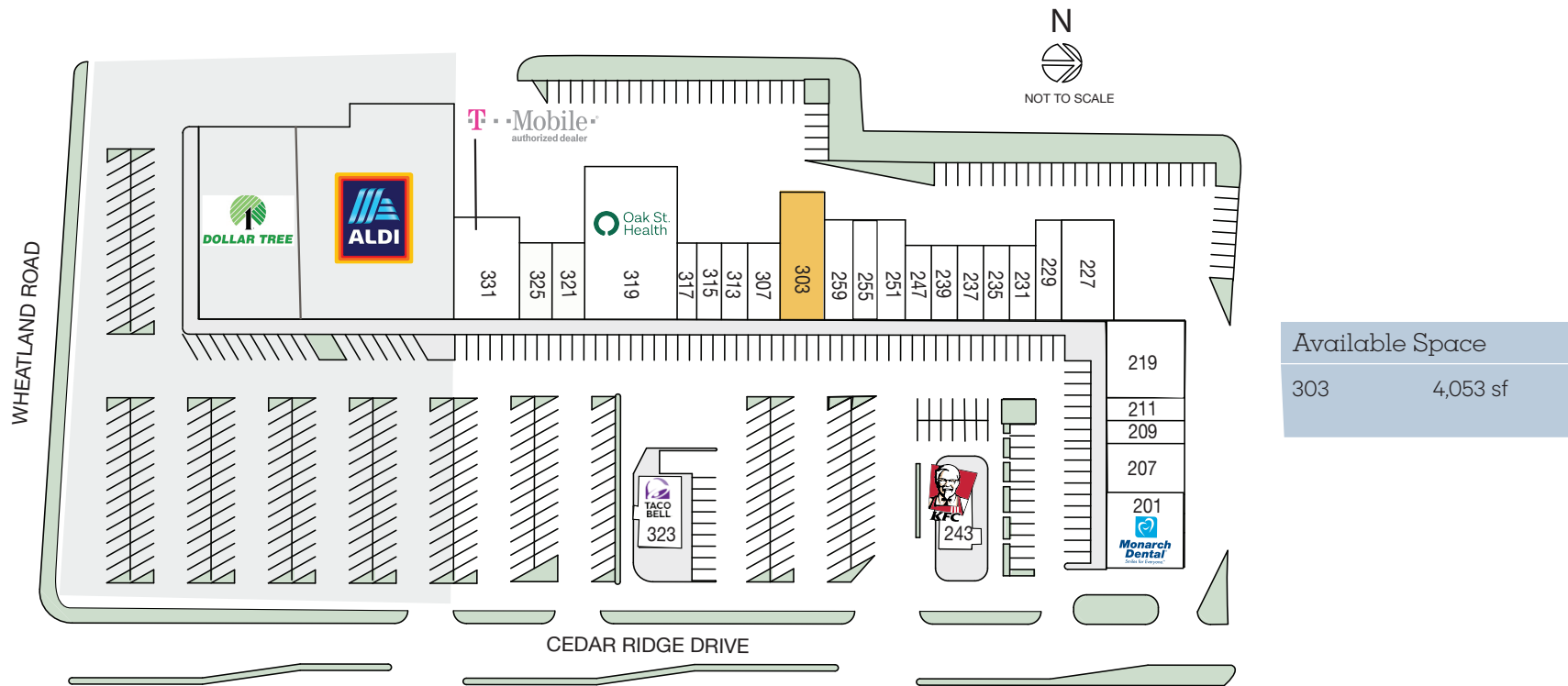
THENCE SOUTH 85° 59' 00" WEST AND CONTINUING ALONG THE COMMON LINE OF SAID CEDAR PARK SHOPPING CENTER TRACT AND SAID LOT 1A FOR A DISTANCE OF 1.61 FEET TO A 5/8" IRON ROD SET FOR THE SOUTHEAST CORNER OF BLOCK "G", COMMON TO A CORNER OF BLOCK "H" OF SAID CEDAR RIDGE ADDITION OF RECORD IN VOLUME 72211 AT PAGE 173, OF THE DALLAS COUNTY MAP RECORDS;

THENCE NORTH 00° 19' 00" WEST AND DEPARTING SAID LOT 1A AND FOLLOWING ALONG THE EAST LINE OF SAID CEDAR PARK SHOPPING CENTER TRACT FOR A DISTANCE OF 315.00 FEET TO A 5/8" IRON ROD SET FOR THE NORTHEAST CORNER OF SAID BLOCK "G", COMMON TO THE NORTHWEST CORNER OF SAID BLOCK "H";

THENCE NORTH 89° 43' 21" EAST AND DEPARTING SAID BLOCK "G", AND FOLLOWING ALONG THE NORTH LINE OF SAID BLOCK "H", PASSING A 5/8" IRON ROD SET FOR THE NORTHWEST CORNER OF A 0.181 ACRE TRACT OF LAND DESCRIBED IN DEED TO CEDAR RIDGE AND WHEATLAND JV AS RECORDED IN VOLUME 97067 AT PAGE 538 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE NORTH LINE OF SAID BLOCK "H" FOR A TOTAL DISTANCE OF 399.15 FEET TO THE NORTHEAST CORNER OF SAID BLOCK "H", COMMON TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK "B" OF GREEN EARTH REALTY ADDITION, AD RECORDED UNDER INSTRUMENT NUMBER 201700221258 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, SAID POINT BEING IN THE WEST RIGHT-OF-WAY LINE OF AFORESAID CEDAR RIDGE DRIVE;

THENCE SOUTH 04° 00' 54" EAST (SOUTH 04° 01' 00" EAST PER DEED) AND FOLLOWING ALONG THE COMMON LINE OF SAID BLOCK "H" AND SAID CEDAR RIDGE DRIVE FOR A DISTANCE OF 580.86 FEET TO THE PLACE OR POINT OF BEGINNING AND CONTAINING 5.6528 ACRES OF LAND, MORE OR LESS.

CEDAR PARK SHOPPING CENTER | 207-331 S CEDAR RIDGE DR, DUNCANVILLE, TX 75116



Available Space	
303	4,053 sf

Current Tenants

307	Best Donuts	1,047 sf	201	Monarch Dental	3,400 sf	235	Seasons Nails	990 sf
313	Travel Agents of Duncanville	1,020 sf	207	Onin Staffing	2,030 sf	237	Appliance Outlet	1,020 sf
315	Truly Jazzy Boutique	1,020 sf	209	Krystal Cleaners	624 sf	239	Gentleman Culture	1,200 sf
317	Anna Tailor Shop	840 sf	211	KMS Glam Studio	1,200 sf	243	Kentucky Fried Chicken	1,557 sf
319	Oak Street Health	8,400 sf	219	Journey Dance Center	3,920 sf	247	Fragrance Depot	1,800 sf
331	T-Mobile Limited	4,000 sf	227	Lavishing Lashes	3,260 sf	251	JZ Embroidery	1,920 sf
325	Papa John's	1,348 sf	229	Melonie Ann's Boutique	1,400 sf	255	The Joint	1,455 sf
321	Gone Postal	1,652 sf	231	Amy's African Hair Braiding	960 sf	259	Good Hair Day Salon	1,500 sf

The information was obtained from sources deemed reliable; however, Weitzman has not verified it and makes no guarantees, warranties or representations as to the completeness or accuracy thereof. The presentation of this real estate information is subject to errors; omissions; change of price; prior sale or lease, or withdrawal without notice. You and your advisors should conduct a careful independent investigation of the property to determine if it is suitable for your intended purpose.

weitzman

EXHIBIT "A"

ZIEGLER CONSTRUCTION, INC.*"Excellence By Experience"*

P.O. Box 1850, Euless, TX, 76039
 (817)267-5500(o) (817)267-5501(f)

Proposal and Contract

TO: Weitzman Group
 3102 Maple Avenue, Suite 500
 Dallas, Texas 75201

DATE: February 1, 2024
 TELE: 817/798-1986
 EMAIL: geofiles@gmail.com

ATTN: George Foiles

ZIEGLER CONSTRUCTION, INC. hereinafter called the Company, offers to furnish all labor, equipment and materials necessary to complete the following described work and/or improvements at the following location:

Cedar Park Shopping Center, 207-6331 S. Cedar Ridge, Duncanville, Texas

Item 1: ADA Compliance.

Saw cut and demo, as necessary, to construct ADA upgrade per attached scope by George Foiles P.E. and per ADA specifications.

Sub Total:	\$86,657.00
State and Local Sales Tax:	\$ 7,149.70
Total:	\$93,806.25

NOTE: Permits, inspections and/or lab fees, if required, at additional cost.

Payment to be made: Net 10 days.

This proposal is valid for five (5) days. Above work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above involving extra costs will be executed only upon written change order and will become an extra charge over and above the contract amount.

RESPECTFULLY SUBMITTED:


 Graham Shaw

ACCEPTANCE: If the foregoing meets with your acceptance, please sign and return a copy. Upon acceptance it is understood that the foregoing, including the terms and conditions attached hereto will constitute a full and complete agreement between us.

Accepted: _____

Date: _____

EXHIBIT "A"

ZIEGLER CONSTRUCTION, INC.

Terms and Conditions.

- 1. Any deviation or modifications from the specifications of this contract and/or incidental work requested shall be set forth in writing and signed by both parties prior to completion.**
- 2. Company will carry Workmen's Compensation and Accident Insurance covering our employees and Public Liability and Property Damage Insurance covering our Customers.**
- 3. This proposal expires five (5) days from the date of proposal but may be accepted at any later date at the sole option of the Company.**
- 4. Company shall not be responsible for any damage to or deterioration of any of our work, whether completed or in progress, resulting from any causes beyond our control.**
- 5. Company is not liable for and shall be held harmless for any damage to utilities, irrigation systems or any other items buried less than twelve inches (12") under the surface or located within the prescribed working depth of this contract.**
- 6. Company is not responsible for removing vehicles from work areas. Company will give Customer advance notice and vehicles shall be moved at Customer's expense.**
- 7. Duration of warranty will be in effect, as specified on contract, and remain in effect for that period under normal use excluding unusual abuse or neglect, or resulting from any causes beyond our control.**
- 8. Company is not responsible for ponding on grades of less than .75% slope.**
- 9. All saw cutting and concrete removals are based on standard six inch (6") penetration.**
- 10. In most instances, construction permits by municipalities are not required and therefore are not included as a part of this proposal.**
- 11. Terms of Payment. Final and complete payment for all work performed under this contract shall be made within ten (10) business days of completion, and/or receipt of invoice or as otherwise stated on the contract. Interest at the rate of eighteen percent (18%) per annum shall be charged to your account and paid to Company on any and all unpaid balances from the due date to the date of receipt of payment. Reasonable Attorney's fees and cost of collection shall also be charged you and paid to Company if incurred by us.**

EXHIBIT "A"

GEORGE R. FOILES, P.E.

T.B.P.E FIRM REGISTRATION F-12660

Construction Management Services
geofoiles@gmail.com

January 16, 2024

**Cedar Park Shopping Center – ADA Upgrade
Bid Invitation****Bid Due Date:** **February 2, 2023****Email Bid Submittal to:**

George R. Foiles, P.E., Inc c/o (via geofoiles@gmail.com)
 Weitzman Group
 Attention: Sandi Scott
 3102 Maple Ave., Suite 500
 Dallas, TX 75201

Project Location:

Cedar Park Shopping Center
 NWC Wheatland Rd. & Cedar Ridge Dr.
 207-331 S Cedar Ridge Dr.
 Duncanville, Texas 75116

Project Description:

This project provides a recommended, feasible corrective scope of work to maximize the physical accessibility from the designated accessible parking spaces to tenant entrances that serve the single-story, multi-tenant commercial (retail/restaurant/professional) buildings described as Cedar Park shopping center. Please see attached site plan for reference.

The public accessible route was inspected regarding to the Department of Justice published 2010 ADA Accessible Guidelines. The 2010 ADAAG set minimum requirements for newly designed and constructed or altered State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

Cedar Park Shopping Center (from T Mobile to Monarch Dental)

Existing parking count – 167 spaces, not counting 20 attributed to KFC and 20 attributed to Taco Bell)

(7) each accessible parking spaces required per 2010 ADAAG 208.2

(8 each + 2 each shared with KFC) accessible parking spaces provided

A Texas Corporation

600 Homestead Land

Grapevine, Texas 76051

817.798.1986

EXHIBIT "A"

Cedar Park – ADA Upgrade Project
01/16/24
Page 2

Bid Proposal Requirements (for correction of ADAAG Violations):

Bid Proposal: Contractor shall provide a detailed, line item bid that corresponds to the attached scope of work documents. Please provide your bid on a company letterhead document with any additional bid clarifications.

General Scope of Work:

Description - Provide all necessary labor, insurance, equipment, materials to provide the pedestrian accessible upgrade project as detailed in the attached scope of work.

Requirements:

1. Bidders shall visit the project site and shall fully inform themselves regarding the facilities. No additional compensation will be allowed for work or material omitted from bidder contract proposal due to failure to be so informed by such investigation.
2. All work shall be guaranteed for a minimum of one (1) year from the time of acceptance of premises by Owner and warranty terms for all subcontractor trades.
3. Contractor will be required to provide certificates of insurance acceptable to the Landlord, prior to the commencement of the work.
4. No City permit is required since this work is considered Landlord maintenance.
5. No pavement or sidewalk demolition will be allowed during tenant store operations.
6. Contractor's work shall not impact ongoing tenant store operations. Provide safety barricades to protect and route pedestrian and vehicle traffic away from work areas. The Contractor shall leave each work area in a safe condition at the end of the work day, adequately protecting any open areas with barricades and/or caution tape.
7. All work shall conform to all applicable statutes, ordinances, regulations, codes and requirements of any governing authority having jurisdiction over the work. Contractor shall supervise and direct the work and adhere to requirements mandated by the City's Fire Department and Owner's representative. Contractor shall provide safety barricades to protect vehicle and pedestrian traffic around construction areas.

EXHIBIT "A"

Cedar Park – ADA Upgrade Project
01/16/24
Page 3

8. Contractor shall maintain the construction area in a clean and orderly condition during construction. All unused construction materials, equipment and debris shall be promptly removed from the site each day. Contractor will not use shopping center dumpsters. Coordinate placement of any construction dumpsters with the Owner's representative.
9. Contractor will be required to conduct a pre-construction meeting with Weitzman representative.

CEDAR PARK - WEITZMAN
SITE PLAN – (Numbered "O" represents general upgrade areas)

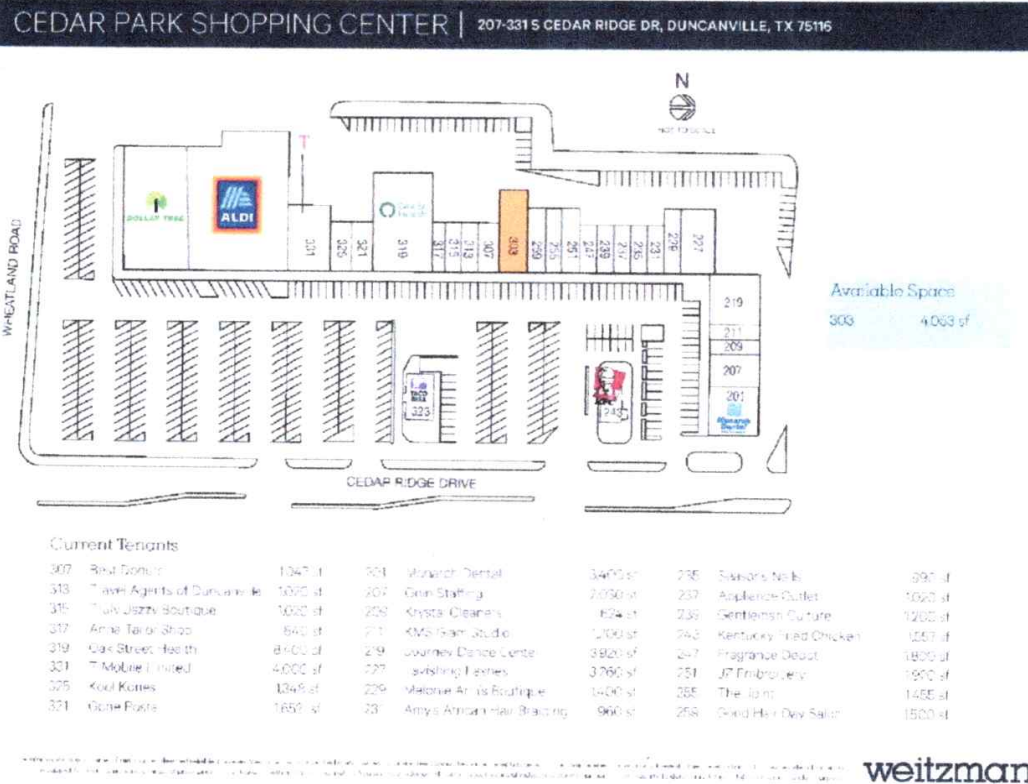


EXHIBIT "A"

Accessible Element #1 (Kool Kones – Suite #325 – H/C parking)**Existing Site Assessment / Violations:**

- (1) The access aisle pavement has been elevated to sidewalk level at the curb line to create a flush transition. Unfortunately, that creates an elevation difference at the adjoining H/C parking spaces and a possible tripping hazard. Both existing H/C parking spaces have slopes (along each side of the raised access aisle) that exceeds the maximum allowed per 2010 ADAAG chapter 502.4 which stipulates changes in level are not permitted. Slopes not steeper than 2.08% shall be permitted in all directions. In addition, the north H/C parking space has slopes over 5%.
- (2) The existing accessible signage has been mounted so that the bottom of the sign is only 54" AFF, whereas Chapter 4.6.4 stipulates a minimum of 60" AFF.

ADA Upgrade / Correction:

- (3) **Include Element #1 in base bid:** Abandon both H/C parking spaces by removing H/C stencils, access aisle striping and identification signs. Demolish a portion of the existing access aisle (approximately 13' wide x 12' deep) that has non-compliant slopes and reinstall with compliant slopes for new H/C space. Review limits of demolition with George Foiles prior commencement. Use caution, the existing water line appears to run under the existing access aisle.
- (4) **Include Element #1 in base bid:** Provide new H/C stencil, access aisle striping (with 'NO PARKING' stencil), post/sign per the above marked up photo sketch to provide (1) H/C space and adjoining van accessible access aisle.
- (5) **Include Element #1 in base bid:** Provide (1) new compliant standard curb ramp. Since the curb height at this location is under 6" high, please reduce length of curb ramp to achieve a 7.5% running slope. I'm estimating that the length of the curb ramp will be 4'.

EXHIBIT "A"

Accessible Element #2: Accessible route between Suite #321 & Suite #319 (ramp & railing)



Existing Site Assessment / Violations:

- (1) The existing accessible route around the existing stairs has running slopes measured from 5.5% up to 11% and cross-slopes measured from 1% up to 3.4%; whereas Chapter 405.2 stipulates a maximum running slope of 8.33% and a 2% cross-slope.
- (2) In addition, the width of the existing route ranges between 5' and 4' depending on the existing soffit column placement. These widths are compliant, but the bumpers of head-in parking could extend and reduce the width to less than 3' wide, which is the required clear width. Lastly, Chapters 405 and 505 require handrails on each side of the ramp which will reduce the clear width.
- (3) The existing railing located at the stairs do not have railing on both sides or the required top and bottom extension per Chapter 505.

ADA Upgrade / Correction:

- (4) **Include Element #2 in base bid:** Demolish the existing sidewalk as detailed on the attached dimension sketch but review limits of demolition with George Foiles prior commencement. Replace with compliant running and cross-slopes for ramp and landing.
- (5) **Include Element #2 in base bid:** Demolition existing stair railing. Provide new accessible railing on both sides of new ramp and stairs. Review railing alignment with George Foiles prior to fabrication. Paint black.
- (6) **Include Element #2 in base bid:** Provide (4) wheel stops to protect ramp railing.

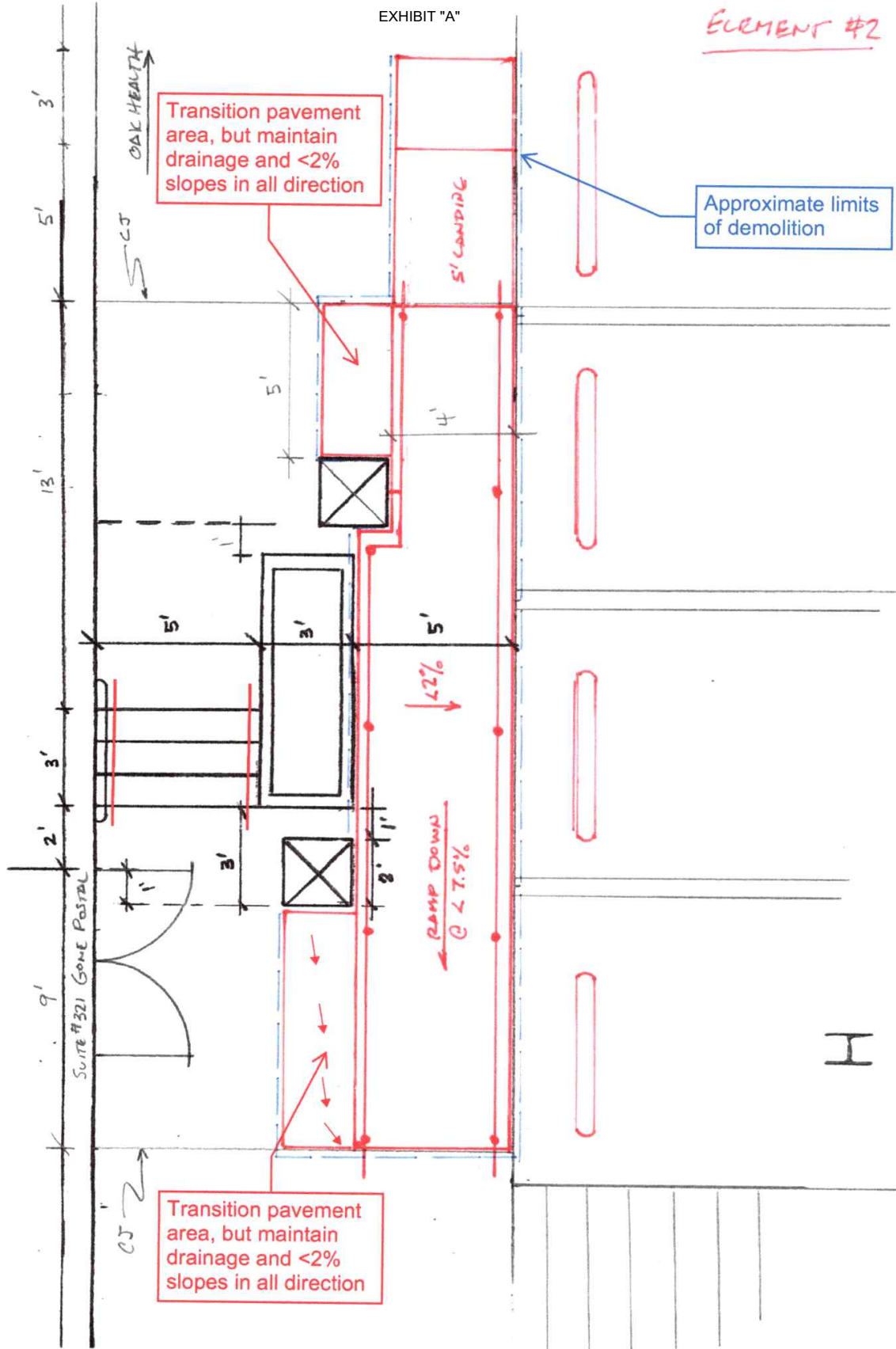


EXHIBIT "A"

Accessible Element #3A: Oak Health – Suite #319 (Curb Ramp)



Existing Site Assessment / Violations:

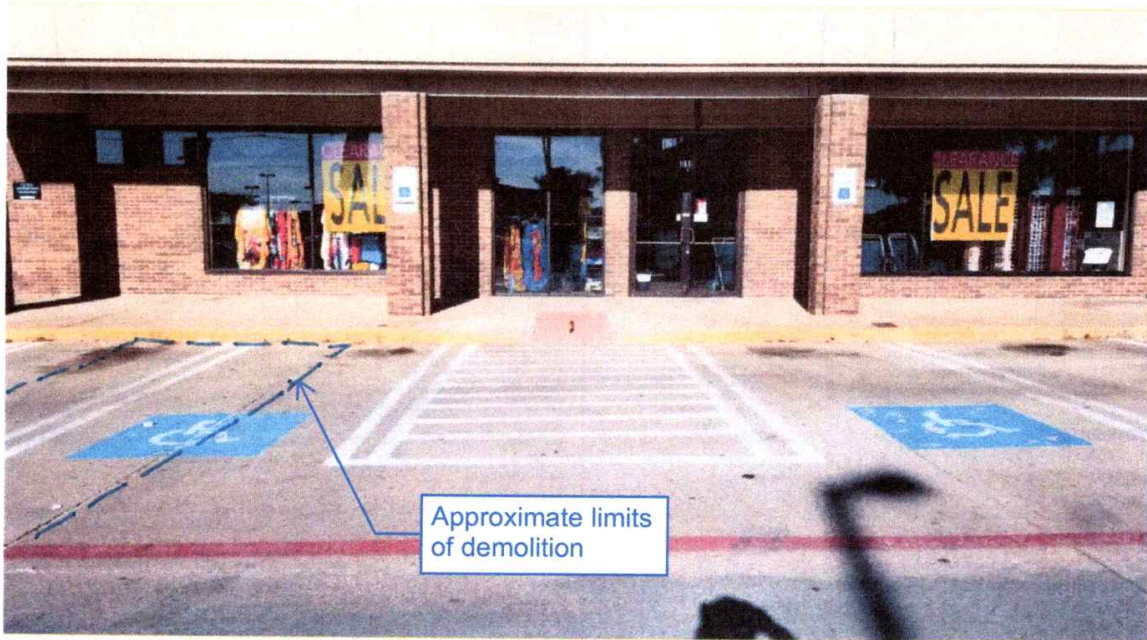
- (1) The existing curb ramp has a measured running slope of approximately 12.2%; whereas Chapter 405 stipulates a maximum of 8.33%.

ADA Upgrade / Correction:

- (2) **Include Element #3A in base bid:** Demolish the existing curb ramp and provide new 'lengthen' curb ramp to achieve compliant slope of less than 8.33%. Start of new ramp will be 5' from edge of storefront. Review limits with George Foiles prior to commencement. See attached sketch for reference.

EXHIBIT "A"

Accessible Element #3B: Oak Health – Suite #319 (H/C parking)



Existing Site Assessment / Violations:

- (1) A portion of the south H/C parking space has slopes measured at 3.4%, whereas, it appears that the existing access aisle and north H/C parking space have slopes at a maximum of 2.6% (<0.52% of the required maximum of 2.08%).
- (2) The existing accessible signage has been mounted so that the bottom of the sign is only 54" AFF, whereas Chapter 4.6.4 stipulates a minimum of 60" AFF.

ADA Upgrade / Correction:

- (3) **Option at Element #3B (Do not include in base bid:** Demolish a portion of the existing concrete pavement (8'x23") as shown on the above photo sketch and replace with compliant slopes (<2% in all directions). Review limits of demolition prior to commencement. Provide new stencils, access aisle striping (with 'NO PARKING' stencil) and raise signs so that the bottom of the sign is 60" above the sidewalk elevation.

EXHIBIT "A"

Accessible Element #4: Accessible route between Suite #319 & Suite #317 (ramp & railing)



Existing Site Assessment / Violations:

- (1) The existing accessible route around the existing stairs has running slopes measured from 3.4% up to 9.8% and cross-slopes measured from 1% up to 3.0%; whereas Chapter 405.2 stipulates a maximum running slope of 8.33% and a 2% cross-slope.
- (2) In addition, the width of the existing route ranges between 5' and 4' depending on the existing soffit column placement. These widths are compliant, but the bumpers of head-in parking could extend and reduce the width to less than 3' wide, which is the required clear width. Lastly, Chapters 405 and 505 require handrails on each side of the ramp which will reduce the clear width.
- (3) The existing railing located at the stairs do not have railing on both sides or the required top and bottom extension per Chapter 505.

ADA Upgrade / Correction:

- (4) **Include Element #4 in base bid:** Demolish the existing sidewalk as detailed on the attached dimension sketch but review limits of demolition with George Foiles prior commencement. Replace with compliant running and cross-slopes.
- (5) **Include Element #4 in base bid:** Demolition existing stair railing. Provide new accessible railing at new ramp and stairs. Review railing alignment with George Foiles prior to fabrication. Paint black.
- (6) **Include Element #4 in base bid:** Provide ⁴/₃ wheel stops to protect ramp railing.

EXHIBIT "A"

Accessible Element #6: Accessible route between Suite #307 & Suite #303 (ramp & railing)



Existing Site Assessment / Violations:

- (1) The existing accessible route around the existing stairs has running slopes measured from 3.4% up to 9.8% and cross-slopes measured from 1% up to 3.0%; whereas Chapter 405.2 stipulates a maximum running slope of 8.33% and a 2.08% cross-slope.
- (2) In addition, the width of the existing route ranges between 5' and 4' depending on the existing soffit column placement. These widths are compliant, but the bumpers of head-in parking could extend and reduce the width to less than 3' wide, which is the required clear width. Lastly, Chapters 405 and 505 require handrails on each side of the ramp which will reduce the clear width.
- (3) The existing railing located at the stairs do not have railing on both sides or the required top and bottom extension per Chapter 505.

ADA Upgrade / Correction:

- (4) **Include Element #6 in base bid:** Demolish the existing sidewalk as detailed on the attached dimension sketch but review limits of demolition with George Foiles prior commencement. Replace with compliant running and cross-slopes.
- (5) **Include Element #6 in base bid:** Demolition existing stair railing. Provide new accessible railing at new ramp and stairs. Review railing alignment with George Foiles prior to fabrication. Paint black.
- (6) **Include Element #6 in base bid:** Provide (3) wheel stops to protect ramp railing.

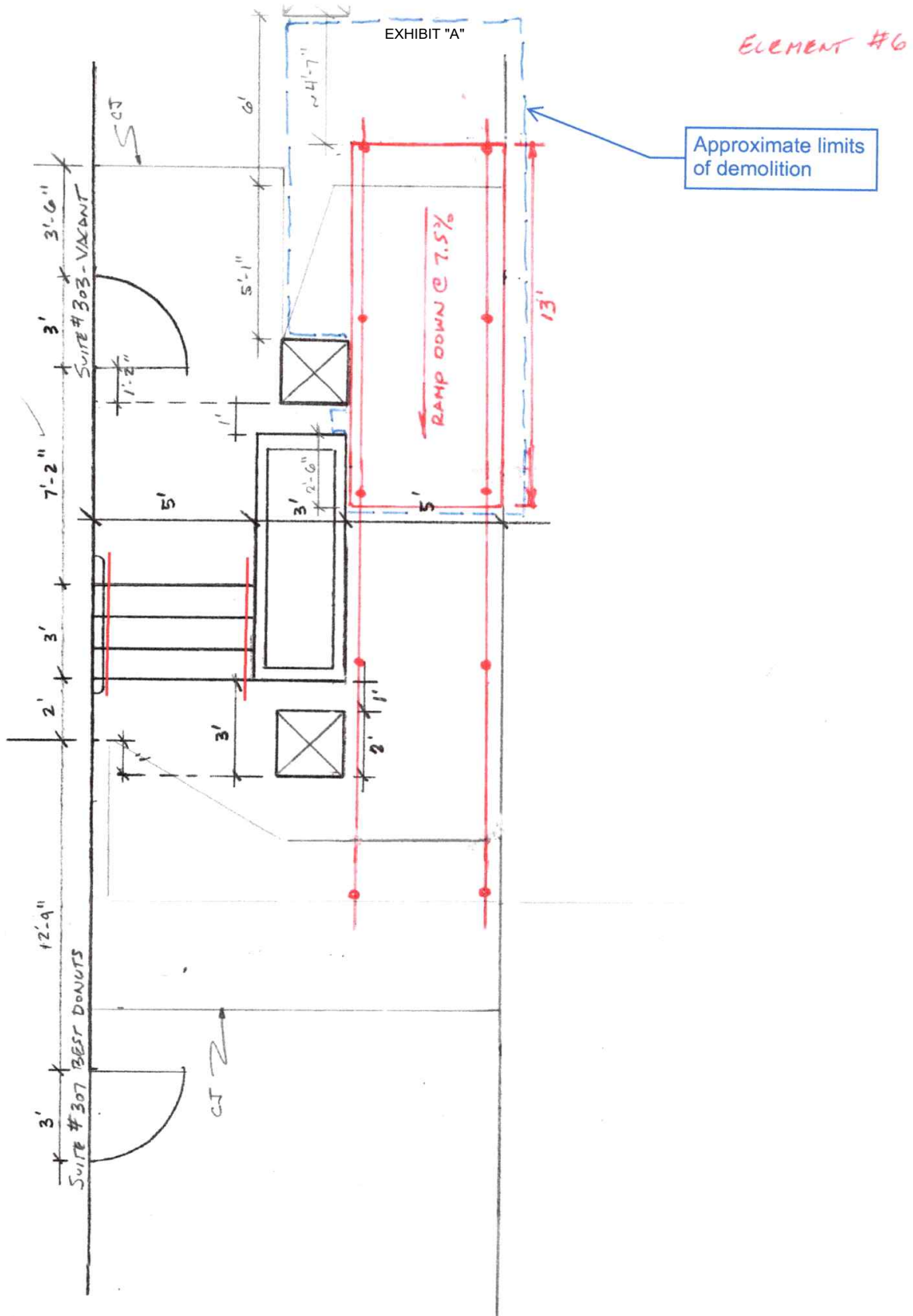


EXHIBIT "A"

Accessible Element #7: GoodHairDay Salon – Suite #259 (H/C parking)



Existing Site Assessment / Violations:

- (1) The existing standard head-in parking spaces have compliant slopes. Since we are recommending eliminating existing (1) each of the (2) H/C spaces at Suite #321, #319 and #307; placing a new H/C parking space at Suite #259 would help meet the required number of accessible parking and improve the overall dispersed H/C parking throughout the shopping center per Chapter 208.

ADA Upgrade / Correction:

- (2) **Include Element #7 in base bid:** Provide (1) new H/C parking space and adjoining access aisle per above photo sketch. Provide H/C stencil, access aisle striping (with 'NO PARKING' stencil) and identification sign and post. Confirm location with George Foiles prior commencement.
- (3) **Include Element #7 in base bid:** Provide (1) new compliant standard curb ramp. Since the curb height at this location is under 6" high, please reduce length of curb ramp as able to achieve a 7.5% maximum running slope.

EXHIBIT "A"

Accessible Element #9: Seasons Nail – Suite #235 – H/C parking)



Existing Site Assessment / Violations:

- (1) The existing head-in parking space pavement has been elevated to sidewalk level at the curb line to create a flush transition. Unfortunately, that creates a possible tripping hazard.
- (2) Since we are recommending eliminating existing (1) each of the (2) H/C spaces at Suite #321, #319 and #307; placing a new H/C parking space at Suite #235 would help meet the required number of accessible parking and improve the overall dispersed H/C parking throughout the shopping center per Chapter 208.

ADA Upgrade / Correction:

- (3) **Include Element #9 in base bid:** Demolish the raised pavement area per attached sketch and replace with compliant slopes for new H/C space. Review limits of demolition with George Foiles prior commencement.
- (4) **Include Element #9 in base bid:** Provide new H/C stencil, access aisle striping (with 'NO PARKING' stencil), post/sign per the above marked up photo sketch to provide (1) H/C space and adjoining van accessible access aisle.
- (5) **Include Element #9 in base bid:** Provide (1) new compliant parallel curb ramp per attached sketch).

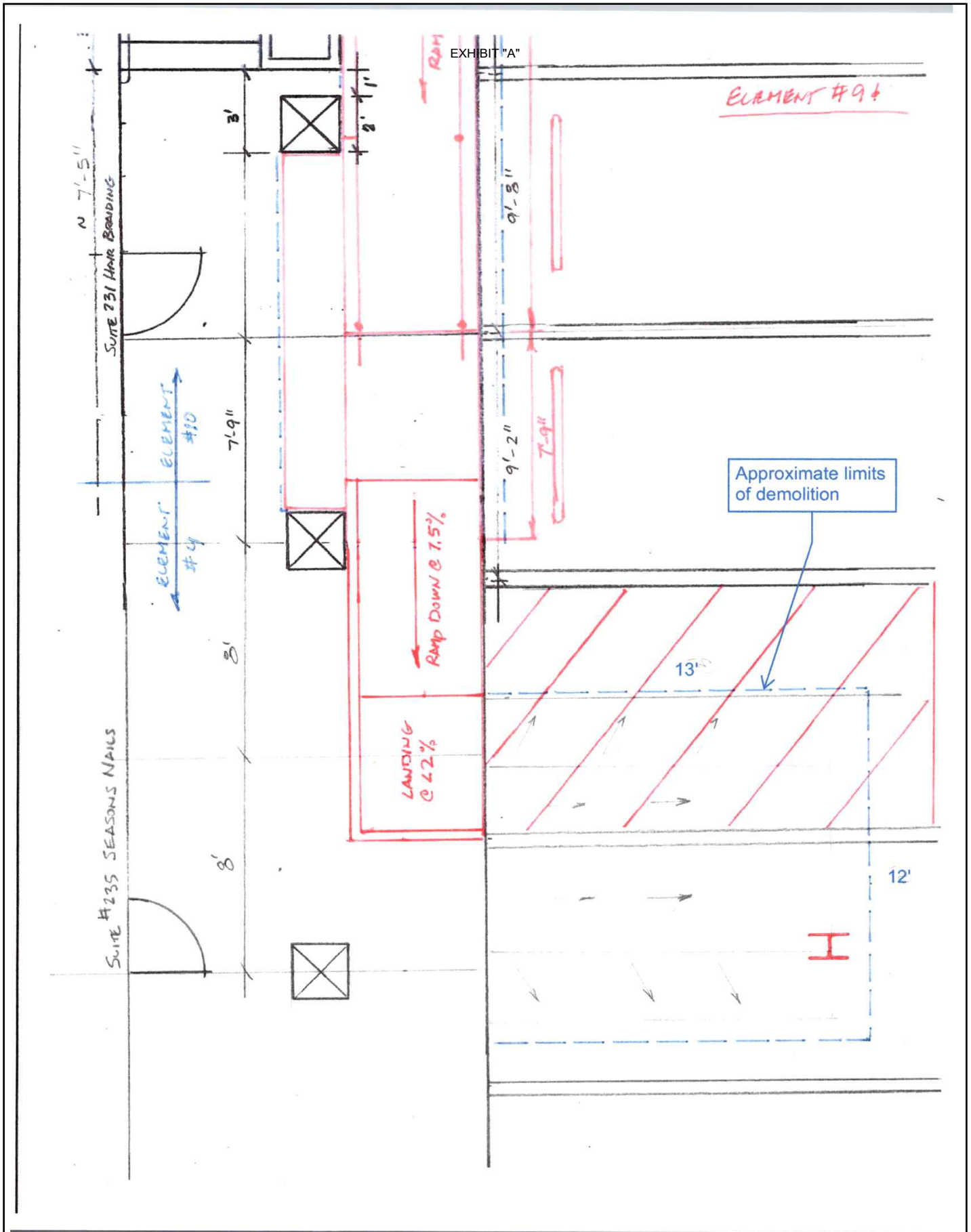


EXHIBIT "A"

Accessible Element #10: Accessible route between Suite #231 & Suite #229 (ramp & railing)



Existing Site Assessment / Violations:

- (1) The existing accessible route around the existing stairs has running slopes measured from 6.9% up to 9.8% and cross-slopes measured from 4.5% up to 7.3%; whereas Chapter 405.2 stipulates a maximum running slope of 8.33% and a 2.08% cross-slope.
- (2) In addition, the width of the existing route is 5'. This width is compliant, but the bumpers of head-in parking could extend and reduce the width to less than 3' wide, which is the required clear width. Lastly, Chapters 405 and 505 require handrails on each side of the ramp which will reduce the clear width and need to be protected from head-in parking.
- (3) The existing railing located at the stairs do not have railing on both sides or the required top and bottom extension per Chapter 505.

ADA Upgrade / Correction:

- (4) **Include Element #10 in base bid:** Demolish the existing sidewalk as detailed on the attached dimension sketch, but review limits of demolition with George Foiles prior commencement. Replace with compliant running and cross-slopes.
- (5) **Include Element #10 in base bid:** Demolition existing stair railing. Provide new accessible railing at new ramp and stairs. Review railing alignment with George Foiles prior to fabrication. Paint black.
- (6) **Include Element #10 in base bid:** Provide (4) wheel stops to protect ramp railing.

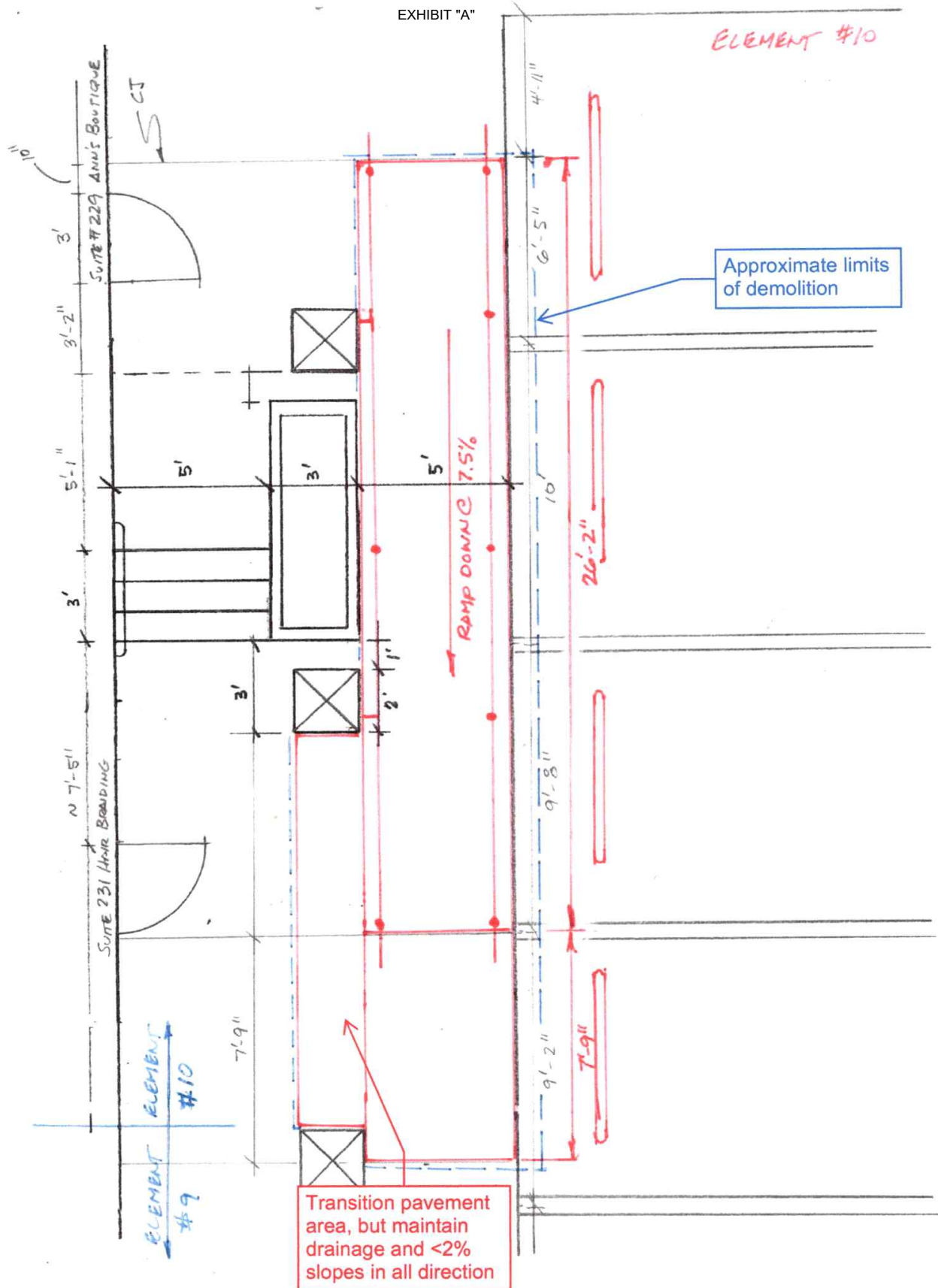
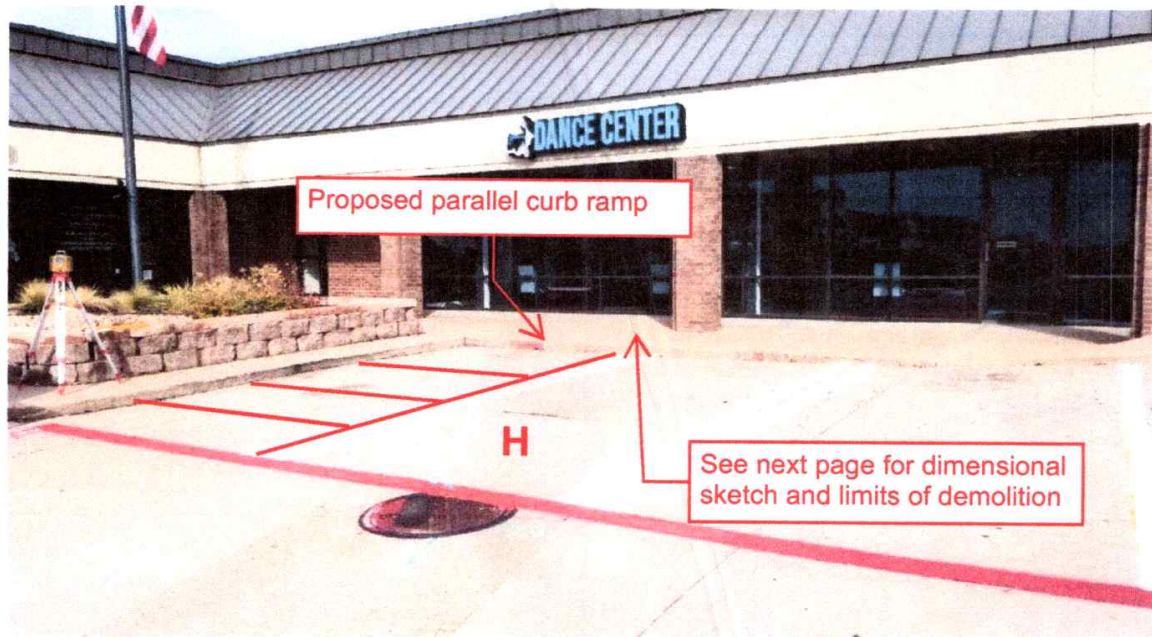


EXHIBIT "A"

Accessible Element #11: Dance Center – Suite #219 (H/C parking)



Existing Site Assessment / Violations:

- (1) The existing (2) standard head-in parking spaces have mostly compliant slopes. The west parking space has slopes between 0.7% and 2.2%. The east parking space has slopes ranging from 1.1% up 3.2%. At this time, we recommend incorporating (1) H/C space and adjoining access aisle and leaving the existing pavement as-is. The highest slope of 3.2% is only 1.2% higher than the guidelines. Since we are recommending eliminating existing (1) each of the (2) H/C spaces at Suite #321, #319 and #307; placing a new H/C parking space at Suite #219 would help meet the required number of accessible parking and improve the overall dispersed H/C parking throughout the shopping center per Chapter 208.

ADA Upgrade / Correction:

- (2) **Include Element #11 in base bid:** Provide (1) new H/C parking space and adjoining access aisle per above photo sketch. Provide H/C stencil, access aisle striping (with 'NO PARKING' stencil) and identification sign. Confirm location with George Foiles prior commencement.
- (3) **Include Element #11 in base bid:** Provide (1) new compliant parallel curb ramp. See attached sketch for additional information.

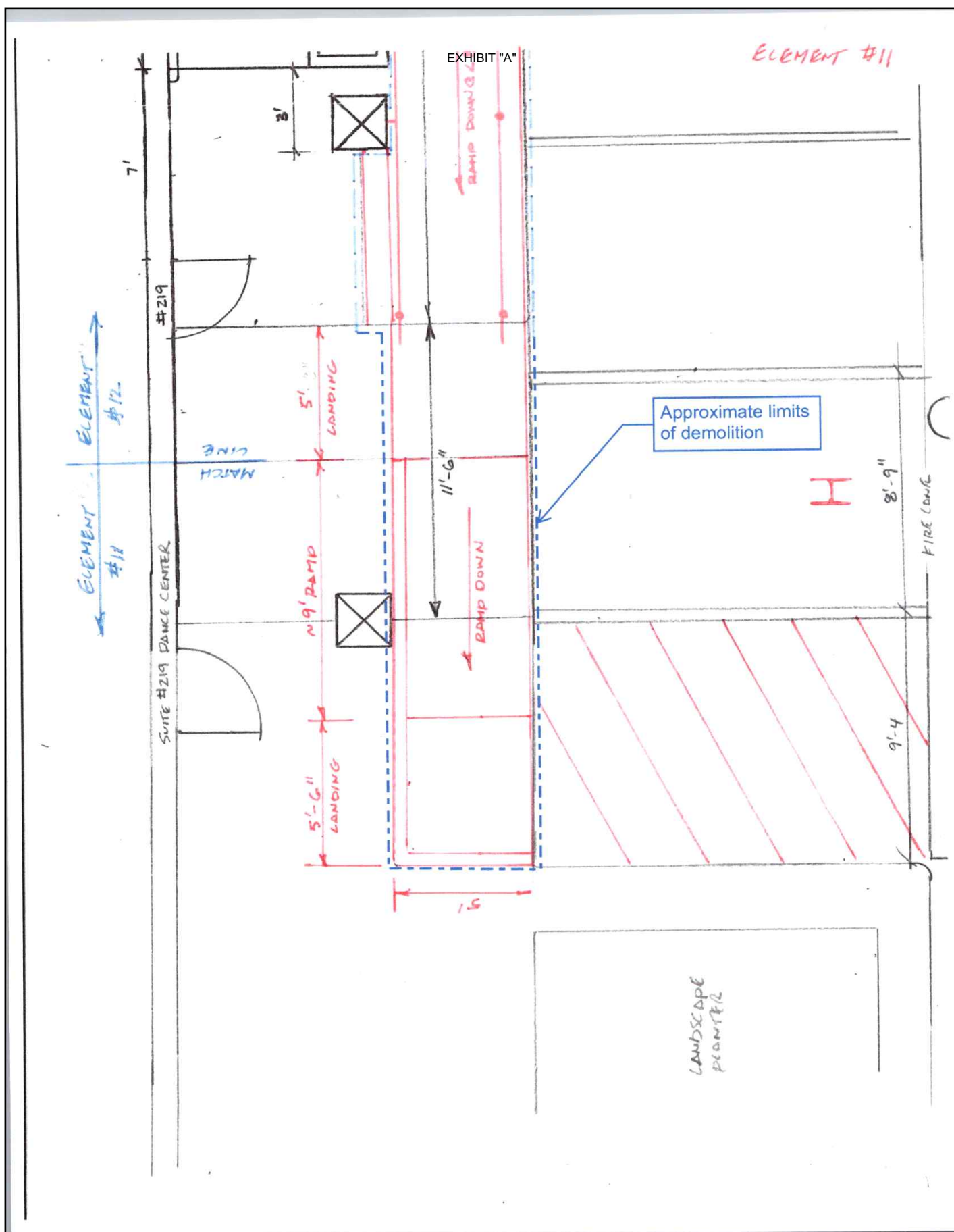


EXHIBIT "A"

Accessible Element #12: Accessible route between Suite #219 & Suite #211 (ramp & railing)



Existing Site Assessment / Violations:

- (1) The existing accessible route around the existing stairs has running slopes measured from 8.0% up to 9.6% and cross-slopes measured from 1.8% up to 5.1%; whereas Chapter 405.2 stipulates a maximum running slope of 8.33% and a 2.08% cross-slope.
- (2) In addition, the width of the existing route is 5'. This width is compliant, but the bumpers of head-in parking could extend and reduce the width to less than 3' wide, which is the required clear width. Lastly, Chapters 405 and 505 require handrails on each side of the ramp which will reduce the clear width and need to be protected from head-in parking.
- (3) The existing railing located at the stairs do not have railing on both sides or the required top and bottom extension per Chapter 505.

ADA Upgrade / Correction:

- (4) **Include Element #12 in base bid:** Demolish the existing sidewalk as detailed on the attached dimension sketch but review limits of demolition with George Foiles prior commencement. Replace with compliant running and cross-slopes.
- (5) **Include Element #12 in base bid:** Demolition existing stair railing. Provide new accessible railing at new ramp and stairs. Review railing alignment with George Foiles prior to fabrication. Paint black.
- (6) **Include Element #12 in base bid:** Provide (4) wheel stops to protect ramp railing.

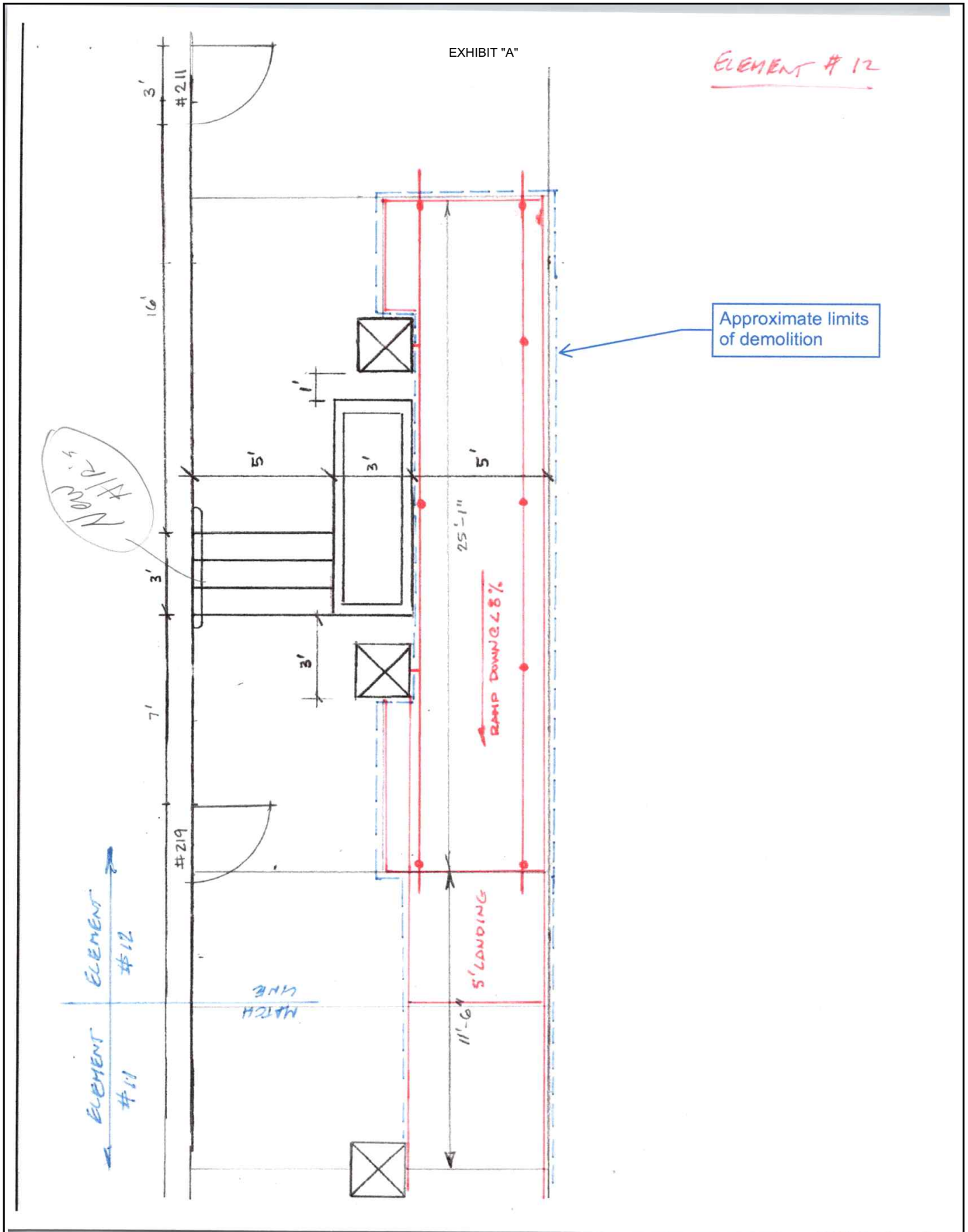


EXHIBIT "A"

Accessible Element #13: Cleaners – Suite #209 (H/C parking)



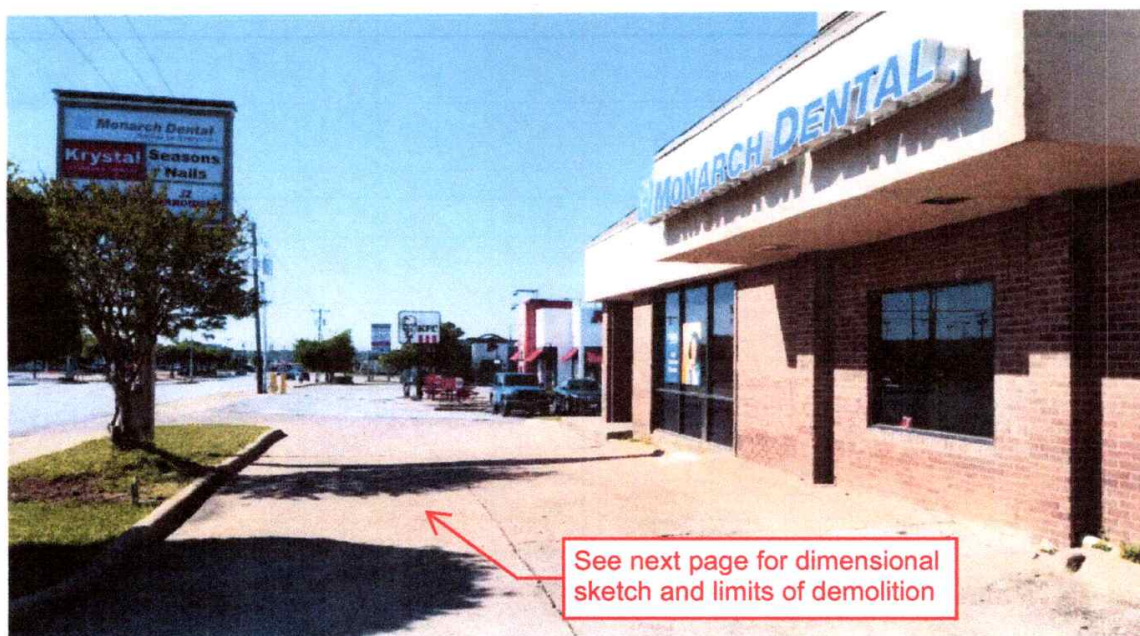
Existing Site Assessment / Violations:

- (1) The existing slopes within the (2) H/C parking spaces and access aisle were measured as high as 7.7% which exceeds the maximum allowed per 2010 ADAAG chapter 502.4. Slopes not steeper than 2.08% shall be permitted in all directions.
- (2) The existing curb ramp was observed at 9.1% slope; whereas Chapter 405 stipulates a maximum of 8.33%.
- (3) The existing accessible signage has been mounted so that the bottom of the sign is only 54" AFF, whereas Chapter 4.6.4 stipulates a minimum of 60" AFF.

ADA Upgrade / Correction:

- (5) **Include Element #13 in base bid:** Abandon both H/C parking spaces by removing H/C stencils, access aisle striping and identification signs. Patch hole flush with existing sidewalk.
- (6) **Include Element #13 in base bid:** Provide (2) new standard parking spaces with new striping.
- (4) **Include Element #13 in base bid:** Demolish existing curb ramp and install standard sidewalk pavement.

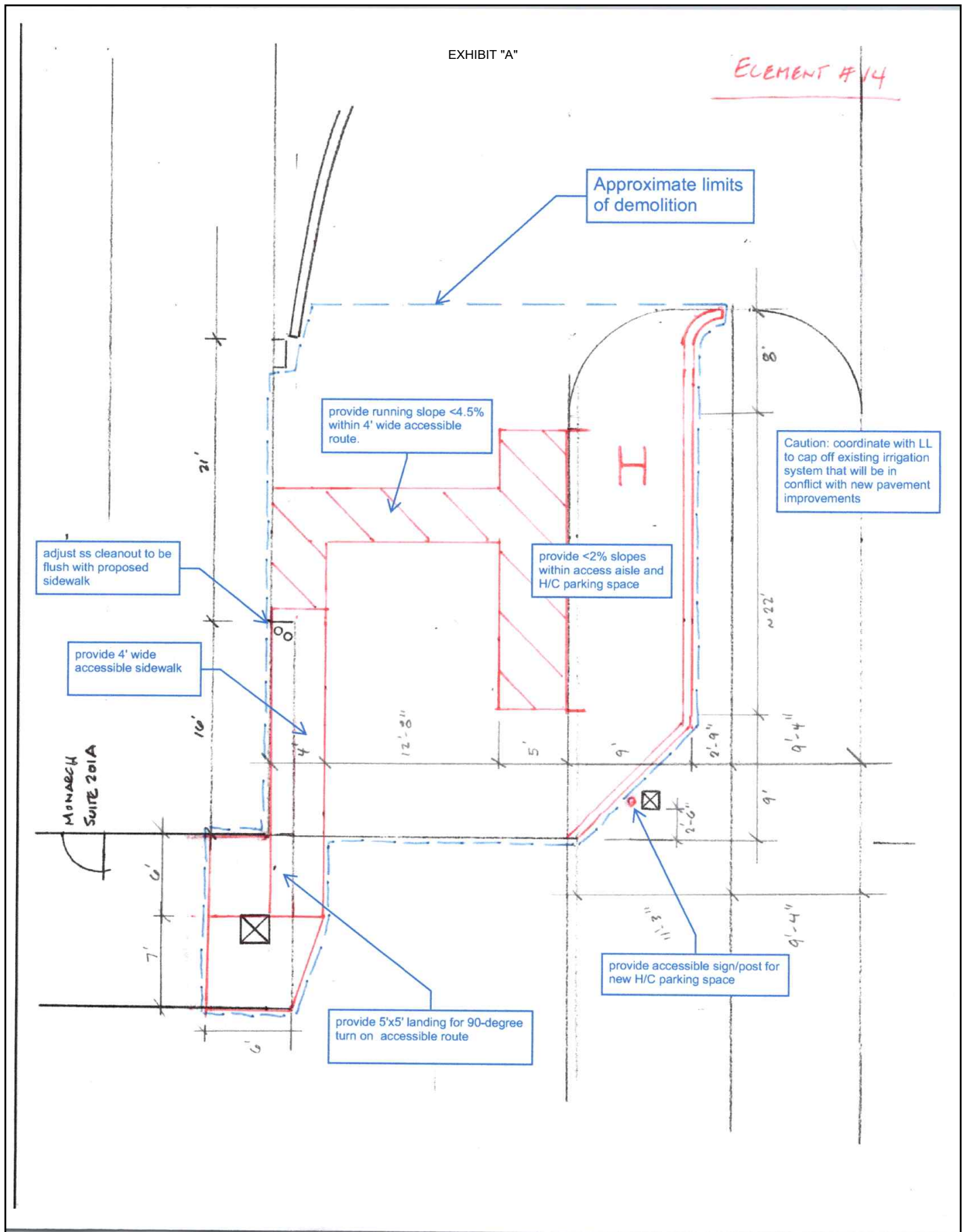
EXHIBIT "A"

Accessible Element #14: Monarch Dental – Suite #201 (H/C parking and accessible route)**Existing Site Assessment / Violations:**

- (1) The existing head-in parking along the front of Monarch Dental suite have slopes exceeding 7% making it very difficult to create compliant accessible parking and route to their front entrance. However, we noticed that on east side of their suites, it may be feasible to install (1) H/C parking space and access route to their front entrance.

ADA Upgrade / Correction:

- (2) **Include Element #14 in base bid:** Demolish existing pavement and landscape features and modify irrigation system to accommodate the new pavement configuration per attached sketch. Review limits of demolition with George Foiles prior commencement. Cap or relocate electrical per Landlord requirements. Also adjust exterior sanitary sewer cleanout to be flush with proposed sidewalk.
- (3) **Include Element #14 in base bid:** Provide (1) new H/C parking space with 5' wide access aisle with compliant slopes and H/C stencil, accessible striping (with 'NO PARKING' stencil), post/sign per the attached sketch. Review grading with George Foiles prior to commencement.
- (4) **Include Element #14 in base bid:** Demolish a portion of the existing sidewalk and provide (1) new compliant sidewalk per attached sketch.



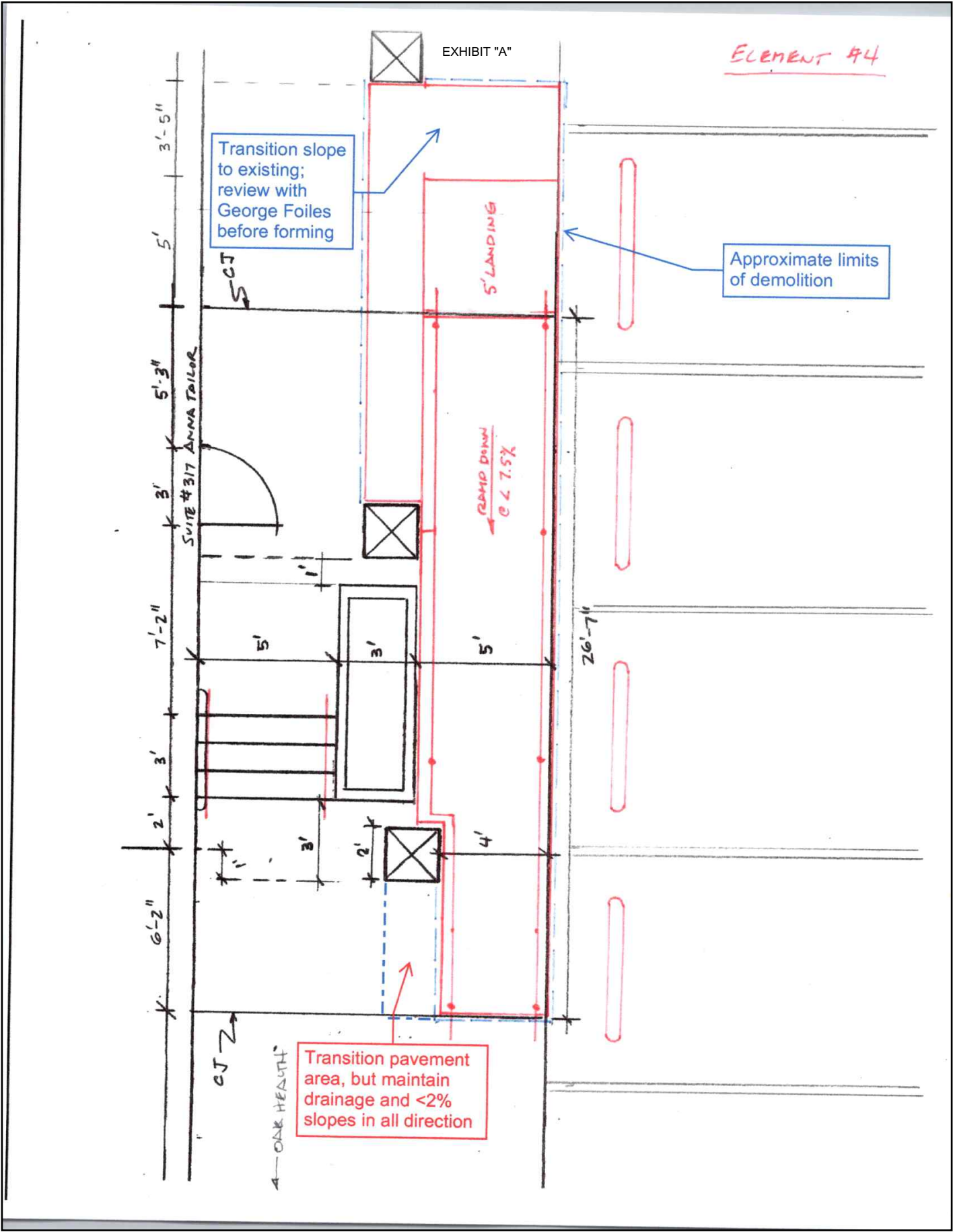


EXHIBIT "A"

Accessible Element #5: Donut – Suite #307 (H/C parking)



Existing Site Assessment / Violations:

- (1) The access aisle pavement has been elevated to sidewalk level at the curb line to create a flush transition. Unfortunately, that creates an elevation difference at the adjoining south H/C parking space and a possible tripping hazard. In addition, the north existing H/C parking space has slopes (4.0%) that exceeds the maximum allowed per 2010 ADAAG chapter 502.4 which stipulates changes in level are not permitted. Slopes not steeper than 2.08% shall be permitted in all directions.
- (2) The existing accessible signage has been mounted so that the bottom of the sign is only 54" AFF, whereas Chapter 4.6.4 stipulates a minimum of 60" AFF.

ADA Upgrade / Correction:

- (3) **Include Element #5 in base bid:** Abandon both H/C parking spaces by removing H/C stencils, access aisle striping and identification signs. Patch holes flush with existing sidewalk.
- (4) **Include Element #5 in base bid:** Provide (3) new standard parking spaces with new striping.

EXHIBIT "A"

Accessible Element #8: Accessible route between Suite #251 & Suite #247 (ramp & railing)

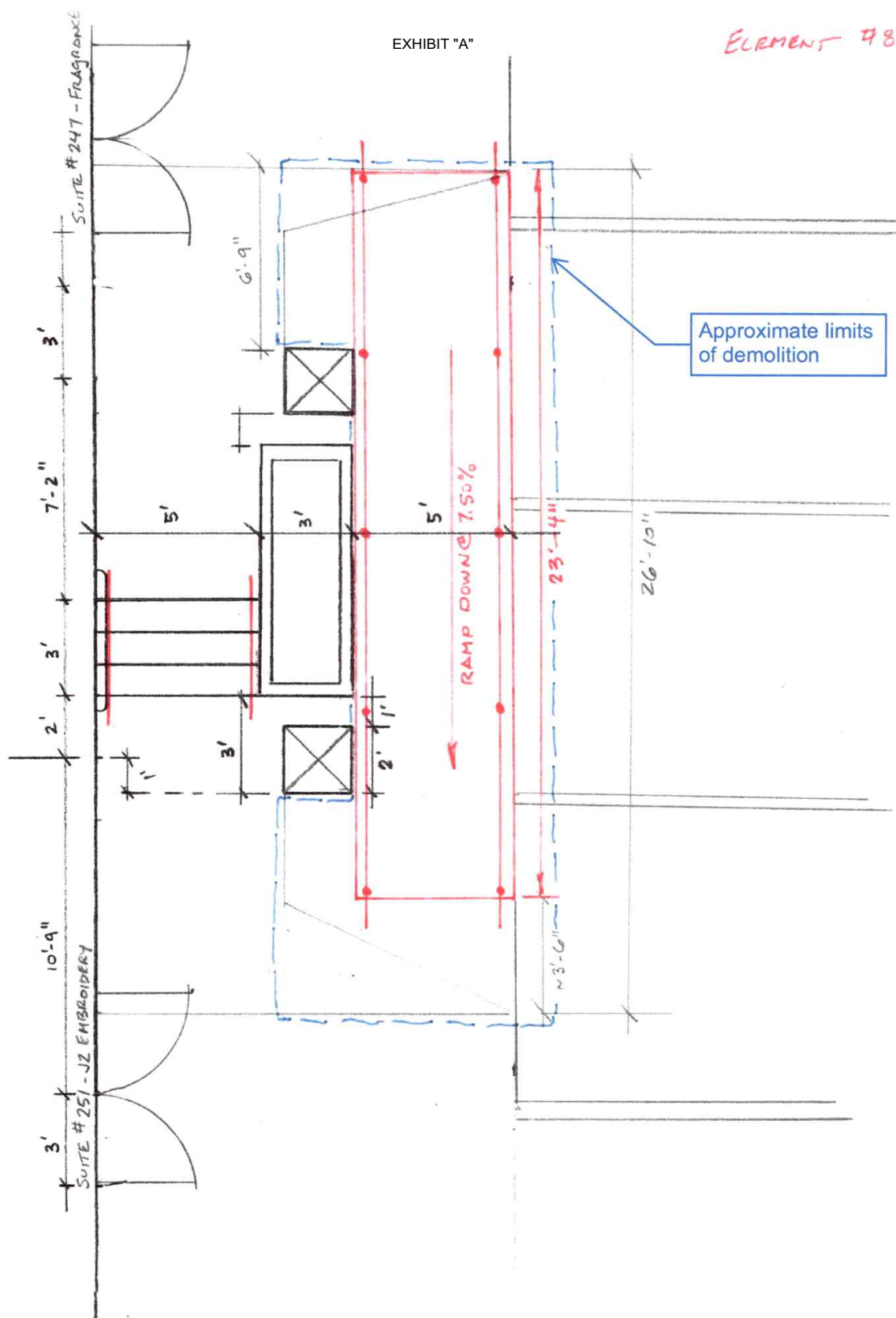


Existing Site Assessment / Violations:

- (1) The existing accessible route around the existing stairs has running slopes measured from 5.5% up to 10.2% and cross-slopes measured from 1.5% up to 10.0%; whereas Chapter 405.2 stipulates a maximum running slope of 8.33% and a 2.08% cross-slope.
- (2) In addition, the width of the existing route is 5'. This width is compliant, but the bumpers of head-in parking could extend and reduce the width to less than 3' wide, which is the required clear width. Lastly, Chapters 405 and 505 require handrails on each side of the ramp which will reduce the clear width and need to be protected from head-in parking.
- (3) The existing railing located at the stairs do not have railing on both sides or the required top and bottom extension per Chapter 505.

ADA Upgrade / Correction:

- (4) **Include Element #8 in base bid:** Demolish the existing sidewalk as detailed on the attached dimension sketch but review limits of demolition with George Foiles prior commencement. Replace with compliant running and cross-slopes.
- (5) **Include Element #8 in base bid:** Demolish existing stair railing. Provide new accessible railing on both sides at new ramp and stairs. Review railing alignment with George Foiles prior to fabrication. Paint black.
- (6) **Include Element #8 in base bid:** Provide (4) wheel stops to protect ramp railing.




RENCO CONSTRUCTION, INC.

EXHIBIT "A"

2418 South Beckley Avenue
 Dallas, Texas 75224
 (214) 941-2563 • Fax: (214) 941-2579
 www.rencoconstruction.com

Name: George R. Foiles, P.E. Inc.
 Attn: George Foiles
 Street: 600 Homestead Lane
 City: Grapevine, TX 76051

Bid Submitted To:

Job: Cedar Park
 Street: 207-331 S. Cedar Ridge Dr.
 City: Duncanville, TX
 Phone: (817) 798-1986
 Fax:

[Signature]
 Date: 15-Feb-24

Page: 1

Description of Work

HANDICAP IMPROVEMENTS

Install per George Foiles.

PRICE: \$89,750.00
 TAX: \$ 7,404.38
 TOTAL: \$97,154.38

AREA 3B

PRICE: \$2,750.00
 TAX: \$ 226.88
 TOTAL: \$2,976.88

SAFETY AND CLEAN UP

We are proud of our 43 year safety record. The National Council of Compensation Insurance has given us THE BEST SAFETY RATING POSSIBLE in our industry.

The work area will be barricaded to provide for effective traffic control and a safe working environment. In addition, the job-site will be cleaned upon completion of job.

THANK YOU!!

Net 10 Days

Payment Schedule _____

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. We accept no responsibility or liability for damages to underground plumbing, electrical or any other underground fixtures. Our workers are fully covered by Workmen's Compensation Insurance. This bid is valid for 15 days.

I hereby authorize and approve all the above work, labor and materials; and agree to make payments as specified. (Please circle one) Check



Authorized Signature _____

Date _____

EXHIBIT "B"

STATE OF TEXAS	§	ECONOMIC DEVELOPMENT
	§	INCENTIVE AGREEMENT
COUNTY OF DALLAS	§	

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the Duncanville Community and Economic Development Corporation, a Texas non-profit corporation (the "DCEDC") acting by and through Kenneth Govan its duly authorized DCEDC President, and Cedar Park Shopping Center LTD. acting by and through Alan Grayson, Owner, its duly authorized representative (the "Applicant").

RECITALS

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

WHEREAS, the Applicant, has requested economic development assistance from the DCEDC for their property located at 207-331 S Cedar Ridge Drive, Duncanville, Texas 75116 hereinafter known as the "Project"; and

WHEREAS, the incentive funds awarded are to be utilized for qualified expenditures on a reimbursement basis related to the infrastructure (ADA improvements) not to exceed twenty-thousand dollars and zero cents (\$20,000); and

WHEREAS, reimbursement of incentive funds is conditional on The Applicant bringing the property up to compliance with all City of Duncanville codes and ordinances and securing a bona fide lease agreement with a tenant; and

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

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

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

EXHIBIT "B"

the city,

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I. AUTHORIZATION

1.01. The City Council finds and determines that this Agreement is authorized and governed by Texas Local Government Code Chapters 501 through 505.

ARTICLE II. TERM

2.02. This Agreement shall be effective as of the date of execution by all parties with specific performance standards being met by **January 16, 2024**, unless otherwise terminated as provided for in this

ARTICLE III. GRANT

3.01. **Economic Development Incentives.**

As an economic development incentive grant to assist the Applicant located at 207-331 S Cedar Ridge Drive, Duncanville, Texas 75116 in Duncanville, Texas, the DCEDC agrees to provide a one-time reimbursement grant in an amount not to exceed a total of \$20,000 for infrastructure (ADA improvements) of the building occupied by the Applicant subject to the terms and conditions set forth in this Agreement. Grant reimbursement payment will be made if funds are available from sales tax proceeds once all the Applicant performance standards have been met and nothing contained herein shall constitute a contract for goods or services under the law.

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

ARTICLE IV. COVENANTS OF CEDAR PARK SHOPPING CENTER LTD.

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

- (a) Cause the improvements as defined herein to be actually made at the address indicated herein; and
- (b) Provide a copy of the grant reimbursement request form along with original copies of the actual paid invoices for expenses within the provisions to Article III the business incurred before January 16, 2024, at 5 p.m.; and

EXHIBIT "B"

- (c) Provide proof of legal ownership of the specified location of 207-331 S Cedar Ridge Drive, Duncanville, Texas 75116, the promises in the agreement; and
- (d) Infrastructure (ADA improvements) incentive grant shall mean an amount not to exceed \$20,000 for improvements to the infrastructure (ADA-related) improvements for the property owned by the Applicant located at 207-331 S Cedar Ridge Drive, Duncanville, Texas 75116; and
- (e) Receive a certificate of occupancy on or before January 16, 2024; and
- (f) Pay any property or City sales tax due before or on January 16, 2024; and
- (g) During the term of this Agreement, the Applicant, agrees not to knowingly employ any undocumented workers or unlicensed contractors and/or subcontractors at the development, and if convicted of a violation under 8 U.S.C Section 1324a(f), the Applicant, shall repay the amount of the grant payments received within 130 business days after the date the Applicant, is notified by the City of such violation, and this agreement automatically terminates.
- (h) If work is found to be incomplete within the timeline provided in Article IV, the Applicant, may request via written documentation an extension of 30 business days to complete work. If the work remains incomplete by the end of this extension, the Applicant, will be found in violation of this agreement and the terms of this agreement are automatically terminated and the Applicant will indemnify the DCEDC of any obligations related to grants and incentives that are withheld.

ARTICLE V. GENERAL PROVISIONS

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

- (a) By the Applicant, through mutual written agreements of both parties; and
- (b) By DCEDC, if the Applicant, files any false documentation concerning the application or receipt of the Grant; and
- (c) By DCEDC and the Applicant, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-breaching party; and
- (d) By DCEDC, if any taxes, fees, impositions or charges owed to the DCEDC, the City of Duncanville, or the State of Texas by the Applicant, shall have become delinquent (provided, however, that such taxes, fees, or charges shall not be

EXHIBIT "B"

considered delinquent for purposes of this Section 5.1(c) until any proper and timely protest or contest of such taxes or fees has become final); and

- (e) By DCEDC, if the Applicant suffers an Event of Bankruptcy or Insolvency; and
- (f) By DCEDC and the Applicant, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal; and
- (g) By DCEDC, if insufficient funding is available to provide the grant contemplated herein. In such event, the DCEDC shall give the Applicant not less than fifteen (15) days notice of its intent to terminate; and
- (h) By DCEDC, if any other material provisions of this Agreement is breach by the Applicant.

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

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

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

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

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

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

EXHIBIT "B"

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

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

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

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

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

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

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

5.12. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of

EXHIBIT "B"

the parties, their respective successors and assigns. The Applicant may not assign all or any part of its rights and obligations hereunder without prior written approval of the DCEDC.

5.13. **Notice.** Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: Cedar Park Shopping Center, LTD. Attention: Alan Grayson 207-331 S Cedar Ridge Drive Duncanville, TX 75116 City: City of Duncanville Attention: Douglas Finch P.O. Box 380280 Duncanville, Texas 75138-0280 DCEDC: Duncanville Community and Economic Development Corporation Attention: Kenneth Govan P.O. Box 380280 Duncanville, Texas 75138-0280	With a copy to: Robert E. Hager Nichols, Jackson, Dillard, Hager & Smith, LLP 1800 Ross Tower 500 N. Akard St. Dallas, Texas 75201
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5.14. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

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

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

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

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

5.19. **Approval by the City of Duncanville, Texas.** This Agreement was approved by the City Council at its meeting on July 16, 2024.

EXHIBIT "B"

CEDAR PARK SHOPPING CENTER, LTD.

R. Still
By: ~~Alan Grayson~~ Randall Stebbins
Its: Owner
Date: 7/5, 2024

DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION

Kenneth Giovan
By: Kenneth Giovan
Its: Board President
Date: 6/13, 2024

CITY OF DUNCANVILLE

By: Douglas Finch
Its: City Manager
Date: _____, 2024

EXHIBIT "B"

Cedar Park Shopping Center LTD. Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Randall Stebbins, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Alan Grayson of Cedar Park Shopping Center, LTD, and that they are authorized by said to execute the foregoing instrument as the act of such Cedar Ridge Shopping Center, LTD. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of July, 2024.

Brianna Villanueva
Notary Public in and for the State of Texas

Brianna Villanueva
Type or Print Notary's Name

My Commission Expires:
7/21/2026

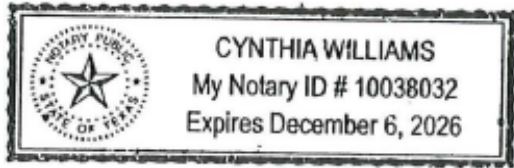


Duncanville Community and Economic Development Corporation Acknowledgement

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared Kenneth Golan, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that they are the Board President of the Duncanville Community and Economic Development Corporation, and that they are authorized by said to execute the foregoing instrument as the act of such Duncanville Community and Economic Development Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 day of June, 2024.



Cynthia Williams
 Notary Public in and for the State of Texas
Cynthia Williams
 Type or Print Notary's Name

My Commission Expires:
12/6/26

City of Duncanville Acknowledgement

STATE OF TEXAS §
§
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

 Notary Public in and for the State of Texas

 Type or Print Notary's Name

My Commission Expires:



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Conduct a Public Hearing and consider adopting an Ordinance amending the Comprehensive Zoning Ordinance and Map, as heretofore amended, by amending the existing Single Family-7 District to grant a Specific Use Permit to allow for the use of Temporary Educational Use on Doris Heights, Block C, Lots 1-12, Block E, Lots 1-4, ACS 4.0241, more commonly known as 323 West Wheatland 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.”

STAFF RESPONSIBLE:

David Kees, Assistant to the City Manager

Victor Barrera, Director of Economic Development

BACKGROUND/HISTORY:

Comprehensive Plan

The subject property has a Future Land Use Designation of Public/Semi Public. The Plan states that Public/Semi-public/Institutional Districts

are uses that generally serve a public purpose, including government facilities, educational facilities, and institutions of worship. Schools and worship facilities are often located adjacent to or within neighborhood areas. Public facilities that generate higher activity on a regular basis, such as government facilities, should be located along arterial roadways.

The Plan also includes policies to guide public/semi-public areas:

- » Public and semi-public uses should generally observe similar development standards as retail and office uses.
- » They should be convenient and accessible to all residents while providing buffering where appropriate.

Project Scope

The applicants are seeking approval to allow for the use of a Temporary Educational Facility in an existing church as they construct a permanent facility at a different location. The associated structure consists of a church building, approximately 87,783 square feet in size. Exterior features include existing trees, and a parking lot that can be accessed from W. Wheatland, S. Santa Fe Trail, and S. Peach. An additional parking lot owned by the church lies to the east across S. Peach St.

Surrounding Land Use and Zoning

The subject property is bounded by single-family residences to the east, northeast, north, northwest, and west, as well as by Neighborhood Office Retail on the west, southwest, and south. There is also an Specific Use Permit for Senior Care south of the subject property.

Zoning and Land Use

Section 6.05 of the Zoning Ordinance states that in considering an application for a Specific Use Permit, the Planning and Zoning Commission and the City Council shall consider that the proposed use is:

- consistent and compatible with the adjacent land use and zoning.
- consistent with the architecture and characteristics of the adjacent properties.
- may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
- consistent with the goals and objectives of the City of Duncanville.
- an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
- will not be detrimental to the general health, safety, and welfare of the community.
- would stabilize and improve property values within the City of Duncanville.
- would protect and enhance the city's attractiveness to residents, businesses, tourists, and visitors.
- would strengthen and help diversify the economy of the City of Duncanville.

POLICY EXPLANATION:

57 Mailings Sent Out
0 Replied in Favor
0 Replied in Opposition

The Planning and Zoning Commission recommended approval by a 4-0 vote with 3 members absent.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Do not adopt the ordinance.
2. Other actions as directed by Council.

ATTACHMENTS:

[Ordinance No. - 2523 - SUP - Temporary Educational Use - 323 West Wheatland Road](#)
[UME P&Z Application](#)
[240625_dsg_Duncanville_TMP_Letter](#)
[323 W Wheatland Rd Aerial Notice Map](#)
[PH Notice 323 W Wheatland Rd](#)
[2024-14 Newspaper Notice 323 W Wheatland Rd](#)

ORDINANCE NO. 2523

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING SINGLE FAMILY-7 DISTRICT TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR A TEMPORARY EDUCATIONAL USE ON REAL PROPERTY LOCATED ON DORIS HEIGHTS, BLOCK C, LOTS 1-12, BLOCK E, LOTS 1-4, ACS 4.0241, MORE COMMONLY KNOWN AS 323 WEST WHEATLAND ROAD, DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR SPECIAL CONDITIONS, IF ANY; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, by amending the existing Single Family-7 District to grant a Specific Use Permit to allow for the use of Temporary Educational Use on Doris Heights, Block C, Lots 1-12, Block E, Lots 1-4, ACS 4.0241, more commonly known as 323 West Wheatland Road, Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville and regulations under the Code of Ordinance, as heretofore amended.

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

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

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

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

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

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

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 16th day of July, 2024.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

Real property located on Doris Heights, Block C, Lots 1-12, Block E, Lots 1-4, ACS 4.0241, more commonly known as 323 West Wheatland Road, City of Duncanville, Dallas County, Texas.

Development Services
Planning Division
City Hall Annex - 103 E. Wheatland Rd., Duncanville, TX 75116
P.O. Box 380280, Duncanville, TX 75137
972-780-5057, 972-707-3878
planningandzoning@duncanvilletx.gov



ZONING CHANGE APPLICATION

CONTACT INFORMATION

Applicant/ Agent Grace Hebert Curtis Architects, LLC **Contact:** Tanner Theisen

☐ Engineer ☒ Architect ☐ Surveyor ☐ Owner ☐ Other

Applicant/Agent Address: 5000 Quorum Dr, STE 500 **City:** Dallas **State:** TX **Zip:** 75254

Agent Email: ttheisen@ghc-arch.com **Telephone:** 214-378-9810 **(Fax)** N/A

Property Owner: Duncanville's First Baptist Church **Contact:** Dr. Brance Barker

Owner Address 323 W Wheatland Rd **City:** Duncanville **State:** TX **Zip:** 75116

Owner Email: brance_barker@duncanvillefbc.org **Telephone:** 817-300-8959 **(Fax)** N/A

REQUIRED

PROPERTY INFORMATION

Property Address: 323 W Wheatland Rd, Duncanville TX, 75116

Legal Description of Property: DORIS HEIGHTS; BLK C LTS 1-12; BLK E LTS 1-4 & ABANDON ST; 4701450300100 22202650003

Lot No. C1-12; E1-4 **Block No.** C; E **Acreage:** 4.0241 **Existing Zoning District:** SF-7 - Single Family Res.

REQUIRED

REQUEST TYPE

☒ **Specific Use Permit - Commercial**
For Temporary "E" occupancy in a portion of the campus

☐ **Specific Use Permit - Residential**
For _____

☐ **Change in Zoning**
From _____ To _____

☐ **Planned Development (PD)**

☐ **Amend PD Approval**

☐ **Development Plan Approval**

☐ **Conceptual Plan Approval**

☐ **Alternative Compliance Request**

☐ **Text Amendment**

REQUIRED

SUBMITTAL DOCUMENTS

ALL ZONING REQUESTS MUST CONTAIN THE FOLLOWING DOCUMENTATION

- ☒ **Completed application** (The application fee will be accepted after staff has reviewed the application for completeness. Staff will contact you after review of your application.)
- ☒ **Property survey, or site plan or electronic copy of the metes and bounds legal description**
Microsoft word format or plat
- ☒ **Written description of request** (associated variance requests require justification),
business statement or business plan with detailed description of proposed operation
- ☒ **Electronic copies of all submittals via email**

REQUIRED

Completed applications may be emailed to planningandzoning@duncanvilletx.gov.

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.

Brance Barker

Signature of Current Property Owner

April 3, 2024

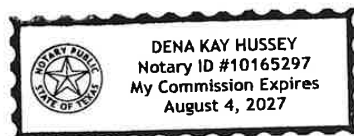
Date

Notarization

BEFORE ME, Dena Kay Hussey, on this day personally appeared Brance Barker, known to or proved to me on the oath of _____ or through Texas 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 3 day of April, 2024

(Seal)



Dena Kay Hussey
Notary Public in and for the State of Texas
My Commission Expires: 8-4-2027

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
323 W Wheatland Rd, Duncanville TX, 75116 with the City of Duncanville.

Brance Barker

Signature of Owner/Agent

April 3, 2024

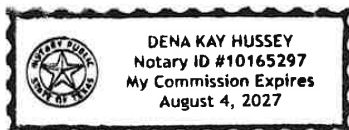
Date

BEFORE ME, Dena Kay Hussey, on this day personally
 appeared Brance Barker, known to or proved to me on the oath of
or through Texas 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 3 day of April, 2024

(SEAL)

Dena Kay Hussey
 Notary Public in and for the State of Texas
 My Commission Expires: 8-4-2027



SUBMITTAL CHECKLIST

Specific Use Permit - Commercial

Please check if applicable

*Red asterisk indicates a required item. Staff will notify the applicant if any other items are needed.

YES N/A

- ☒ ☐ Written Letter with detailed description of proposed operation *
- ☒ ☐ Site Plan *
- ☒ ☐ Building Elevation and Signage Plan
- ☐ ☐ Landscape Plan
- ☒ ☐ Floor Plans *
- ☐ ☐ Other _____

Specific Use Permit - Residential

Please check if applicable

*Red asterisk indicates a required item. Staff will notify the applicant if any other items are needed.
Requests for Short-Term Rental or Temporary Workforce Housing will require a floor plan.

YES N/A

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

Planned Development

All items below are required.

YES N/A

- ☐ ☒ Written Letter with detailed description of proposed development with proposed conditions
- ☐ ☒ Conceptual Plan

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

- ☐ ☒ Development Plan with proposed PD Conditions

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

REQUIRED

Development Plan Submittal includes the following:

- ☐ ☒ Site plan
- ☐ ☒ Building Elevations
- ☐ ☒ Landscape plan
- ☐ ☒ Floor Plans
- ☐ ☒ Other _____

Amendment of Planned Development

YES N/A

All items below are required.

- ☐ ☒ Written Letter with Detailed Description of proposed operation including list of proposed changes.
- ☐ ☒ Revised Development Plan

Development Plan

YES N/A

All items below are required.

- ☐ ☒ Proposed PD Conditions
- ☐ ☒ Site plan
- ☐ ☒ Building Elevations
- ☐ ☒ Landscape Plan
- ☐ ☒ Floor Plans
- ☐ ☒ Other _____

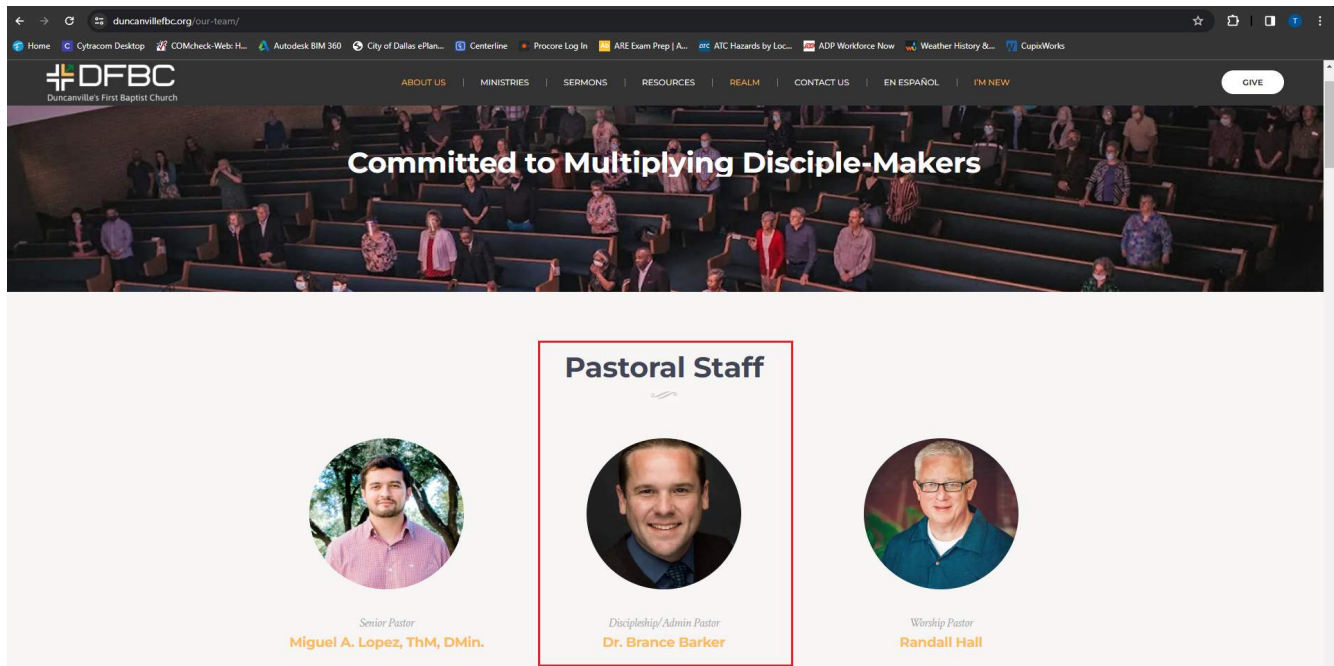
Change of Zoning

All items below are required.

- ☐ ☒ 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

PROOF OF SIGNOR'S EMPLOYMENT BY DUNCANVILLE'S FIRST BAPTIST CHURCH:





UME Preparatory Academy

"UME Preparatory Academy exists to produce college- and work-ready graduates and to offer parents enhanced opportunities as their child's first and life-long teachers to strengthen their families as they exercise greater influence over the spiritual, intellectual, and emotional growth of their children."

April 03, 2024
3838 TX-408 Spur,
Dallas, TX 75236

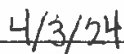
To whom it may concern,

As Superintendent of UME Preparatory Academy, I, Kayla Smith, would like to provide the following business statement for a proposed Commercial Specific Use Permit.

We would ask that the City of Duncanville allow for the temporary hosting of junior-high level students enrolled at UME Prep and associated staff at Duncanville's First Baptist Church located at 323 W Wheatland Rd, Duncanville, TX 75116. The day-to-day operations of UME Preparatory Academy will include but are not exclusive to carpool pickup and drop-off of students, instruction in classrooms which are already constructed at Duncanville's First Baptist Church, and any associated administrative activities. 260 students will be hosted temporarily at Duncanville's First Baptist Church for, to the greatest extent of our knowledge, from August 1st, 2024, to November 1st, 2024.

Agents of Duncanville's First Baptist Church, Grace Hebert Curtis Architects, and UME Preparatory Academy have previously met with the Development Review Committee of the City of Duncanville. After hearing their concerns, we have prepared a queuing plan to show the extents of the carpool pickup and drop-off, as well as a building plan diagram which shows our intent to provide an automatic sprinkler system and fire detection system in the building which will house the classrooms of UME Prep students. It is our hope that these exhibits will be sufficient in showing our intent to comply with both building codes and city ordinances regarding educational occupancies, and as such our request will be deemed acceptable in the eyes of the City of Duncanville. Please do not hesitate to reach out with concerns. We appreciate your time in considering our application.


 Kayla Smith, Superintendent,
 UME Preparatory Academy


 Date

UME Preparatory Academy
 3838 Spur 408
 Dallas, Texas 75236
 (214) 545-6243
www.umeprep.org

UME Preparatory Academy
 415 N Cedar Ridge Drive
 Duncanville, Texas 75137
 (972) 296-0084
www.umeprep.org

UME Preparatory Academy
 2531 Country Club Drive
 Mansfield, Texas 76063
 (214) 545-0900
www.umeprep.org

LEGEND

PROP. HOST BLDG

EX. ONSITE BLDG

EX. OFFSITE BLDGS

EX. PAVEMENT

PROPERTY LINE

SETBACK LINE

FIRE LANE

XX

PARKING COUNT

PARKING COUNT

REQ. PARKING FOR SCHOOL:
32 STANDARD, 2 ADA
(16 JH CLASSROOMS x 2 = 32, PER
SEC. 3.03 PERMITTED USE CHART)
(2 ADA SPOTS PER TAS TBL 208.2)

PROVIDED PARKING:
293 STANDARD, 9 ADA

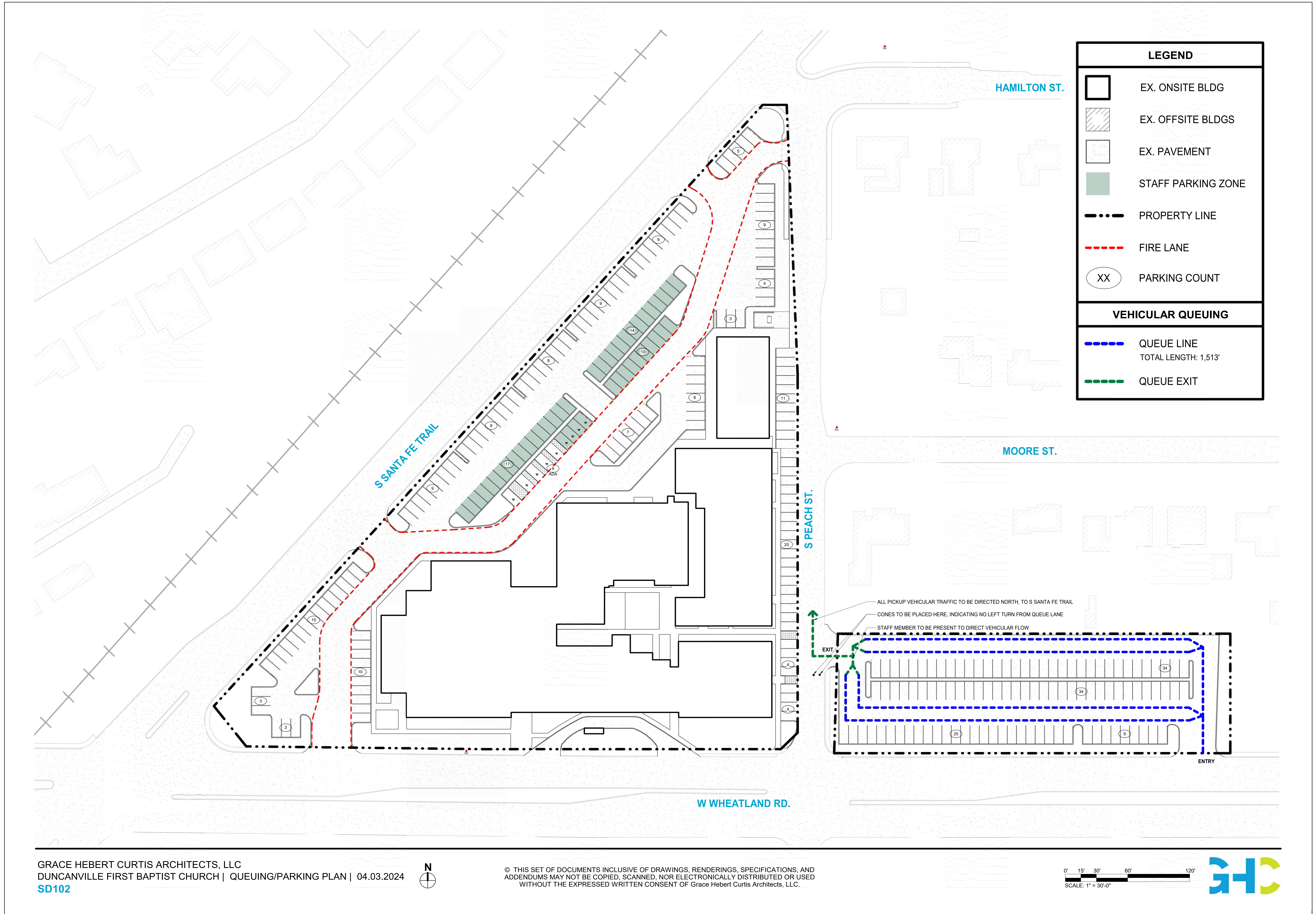
GRACE HEBERT CURTIS ARCHITECTS, LLC
DUNCANVILLE FIRST BAPTIST CHURCH | SITE PLAN | 04.03.2024
SD101

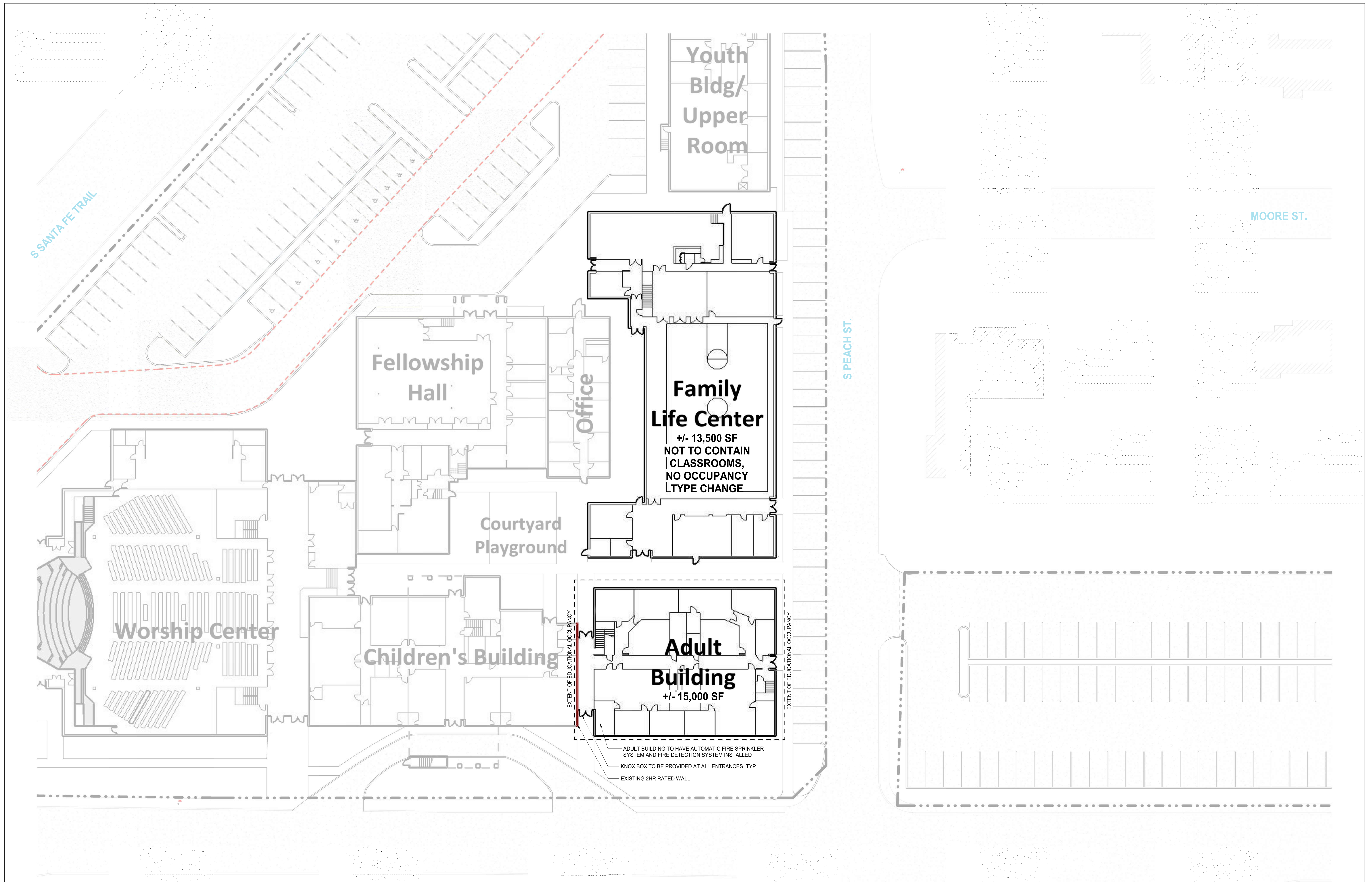
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0' 15' 30' 60' 120'
SCALE: 1" = 30'-0"

Page 229 of 233

Agenda Item #5.D.





GRACE HEBERT CURTIS ARCHITECTS, LLC
DUNCANVILLE FIRST BAPTIST CHURCH | BLDG PLAN | 04.03.2024
SD103

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0' 8' 16' 32' 64'
SCALE: 1/16" = 1'-0"





NO PORTION OF THE EXTERIOR TO BE SIGNIFICANTLY MODIFIED

GRACE HEBERT CURTIS ARCHITECTS, LLC
DUNCANVILLE FIRST BAPTIST CHURCH | EX. BLDG PHOTOS | 04.03.2024
SD104

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NO PORTION OF THE EXTERIOR TO BE SIGNIFICANTLY MODIFIED

GRACE HEBERT CURTIS ARCHITECTS, LLC
DUNCANVILLE FIRST BAPTIST CHURCH | EX. BLDG PHOTOS | 04.03.2024
SD105

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5901 Vega Ave, Suite 100
Austin, TX 78735
Main: 877 627 3772
www.colliersengineering.com

TBPLS Reg. 10194550 • TBPE Reg. F-14909 • TBPG 50617



June 25, 2024

Mr. David Kees, Assistant to the City Manager
City of Duncanville
203 E. Wheatland Rd
Duncanville, TX 75116

Traffic Management Plan

Temporary School Operation at Duncanville First Baptist Church
323 W Wheatland Rd
City of Duncanville, Dallas County, Texas
Colliers Engineering & Design Project No. 2404571A

Mr. Kees:

This Traffic Management Plan ("TMP") is being submitted by Colliers Engineering & Design ("CED") to the City of Duncanville ("City") to support safe and efficient traffic flow during a temporary school operation at the Duncanville First Baptist Church. The Duncanville First Baptist Church will provide 7th and 8th grade school operations temporarily for one semester.

Site Location and Temporary Operation

The Duncanville Baptist Church is located at 323 W Wheatland Rd. The site is bound by W. Wheatland Rd to the south, S Santa Fe Trail to the northwest and S Peach St to the east. The site currently has two access driveways on S. Santa Fe Trail, a right-in/right-out driveway on W. Wheatland Rd and an access driveway on S. Peach Street. There is a parking lot located on the west side of the property along S. Santa Fe Trail and an overflow parking lot at the northeast corner of the W. Wheatland Rd & S. Peach St intersection. The overflow parking lot has access on W. Wheatland Rd and also on S. Peach St.

The anticipated student enrollment for the temporary school operation is 260 students. The following represents the approximate student enrollment by grade level:

- 7th Grade: 130 students; and
- 8th Grade: 130 students.

A Site Location Map is **enclosed** as **Figure 1**.

Existing Roadways

W Wheatland Rd is a minor arterial roadway under the jurisdiction of the City of Duncanville with a general east-west orientation within the vicinity of the Project site. The roadway provides three (3) travel lanes in each direction separated by a curbed grass median. Sidewalk is provided on both sides of the roadway. The posted speed limit is 40 mph.

Project No. 24004751A
 June 25, 2024
 Page 2 | 4



S Peach St is an urban local roadway under the jurisdiction of the City of Duncanville with a general north-south orientation within the vicinity of the Project site. The roadway provides one (1) travel lane in each direction. There is no posted speed limit.

S Santa Fe Trail is a minor arterial roadway under the jurisdiction of the City of Duncanville with a general northeast-southwest orientation within the vicinity of the Project site. The roadway provides two (2) travel lanes in each direction. Additionally, the roadway provides a 6-foot-wide pedestrian sidewalk on the eastern side of the roadway. The posted speed limit is 40 mph.

Existing Infrastructure

There are existing crosswalk flashers and advance crosswalk flashers along W Wheatland Rd on both the eastbound and westbound approaches. The flashers provide additional emphasis for the crosswalks across W Wheatland Rd at the roadway's intersection with S Peach St.

Site Circulation and Temporary School Operations

Two Separate Staking Areas

The TMP has considered the available drive aisles, parking areas, and potential traffic strategies to optimize traffic flow and reduce vehicular queue impact. This TMP recommends two (2) separate queue areas be provided (one for 7th grade and one for 8th grade) during arrival and dismissal periods to reduce the total queue length demand. With two (2) separate queueing areas, the anticipated queue demand will be reduced by half. The TMP recommends that 7th graders be dropped-off/picked-up in the non-fire lane drive aisle in the parking lot off of S Santa Fe Trail. The TMP also recommends that 8th graders be dropped-off/picked-up in the parking spaces off of S Peach Street with stacking available in the overflow parking lot off of W Wheatland Rd.

Available Queueing Lengths

The 7th grade area will provide a double stacked lane measuring 415', totaling 830' available for queueing. Please note, there is additional stacking available on-site from the W. Wheatland Rd entrance but 830' non-fire lane is available. The 8th grade stacking area will provide two - double stacked lanes and single stacking lanes, totaling 1500' available for queueing.

Circulation, Staff and Traffic Control

Each stacking area is proposed to be one-way circulation and, where appropriate, have double stacked lanes. Double stacked lanes shall be controlled by on-site staff and cones will be located at the double stack split and merge points. Additionally, at the overflow lot, to avoid vehicles turning left onto S. Peach St and skipping the overflow lot, and also to avoid vehicles exiting by turning left out of the overflow lot, two temporary signs are recommended near S. Peach Street and the overflow lot. A temporary "School Entrance/Directional Right Arrow" sign is recommended to direct traffic on W. Wheatland Rd to not use S Peach Street but to continue past to U-turn and then access the overflow lot via a westbound right-turn in. A temporary "No Left-Turn" sign is recommended facing the overflow lot exit onto S. Peach St, so vehicles do not turn left to then exit toward W. Wheatland Rd. The TMP illustrating circulation, staff locations, signage and queueing is attached as **Figure 2**.

School Queue and Circulation

The Municipal and School Transportation Assistance (MSTA) School Traffic Calculator is utilized to calculate the anticipated queue lengths consistent with the student enrollment. The circulation plan was developed for school pick-up/drop-off times occurring at the site to maintain safe and efficient traffic operations. The dismissal time period is the critical queue period as parents pick-up their children and queue until the students are picked up. The forecasted queue lengths for each grade, arrival times and dismissal times, and available stacking is detailed in **Table 1**.

Table 1 – MSTA School Queue Calculations

Grade	Arrival Times	Dismissal Time	Average Dismissal Queue Length	High Dismissal Demand Queue Length	Available Queue Stacking	Available Queue Stacking Meets or Exceeds Demand?
7th	8:00 AM – 8:30 AM	1:50 PM	555'	721'	830*	YES
8th	8:00 AM – 8:30 AM	1:50 PM	555'	721'	1500'	YES

**Additional stacking is available on-site from W. Wheatland Rd but 830' is available that is non-fire lane.*

Based on the MSTA calculator, the average queue length demand will be 555' and the high demand queue length would be 721' for both the 7th grade and 8th grade dismissal time period. The available queue stacking length is 830' for 7th graders and 1500' for 8th graders. As such, the queue lengths can be contained within the designated parking areas. The MSTA school queue calculation sheets are attached.

Other Considerations

Sidewalk and Crosswalks

Sidewalk is provided on both sides of W. Wheatland Rd. S Santa Fe Trail provides a pedestrian sidewalk on the eastern side of the roadway. There are existing crosswalk flashers and advance crosswalk flashers along W Wheatland Rd on both the eastbound and westbound approaches. The flashers provide additional emphasis for the crosswalks crossing W Wheatland Rd at the roadway's intersection with S Peach St.

Flasher Units

Implementation of school zone flashers were reviewed along W. Wheatland Rd. However, W. Wheatland Rd currently has four flasher units in the vicinity of S. Peach Street for the existing crosswalk. Implementation of additional flasher units could create sign clutter and overlapping motorist information impacting the emphasis of the crosswalk. Additionally, the school operation is temporary, and implementation of physical pedestal poles and solar panels would have to be removed after the semester. Typically, implementation of a school zone is a process that requires ordinance approval by the City and is typically for a permanent scenario not a temporary scenario. Therefore, school zone flashers on W. Wheatland Rd are not recommended for the temporary scenario.

Project No. 24004751A
June 25, 2024
Page 4 | 4



Recommendation

This TMP has been prepared to support safe and efficient traffic flow during a temporary school operation at the Duncanville First Baptist Church. The Duncanville First Baptist Church will provide 7th and 8th grade school operations temporarily for one semester. The recommendations identified in this letter and in the attached TMP (**Figure 2**) should be implemented during school arrival and dismissal periods while the temporary school is in operation.

Sincerely,

Colliers Engineering & Design, Inc.

A handwritten signature in black ink, "Nicholas D. Aiello", is written over a circular professional engineer seal for the State of Texas. The seal contains the text "STATE OF TEXAS", "NICHOLAS D. AIELLO", "133969", and "LICENSED PROFESSIONAL ENGINEER".

6/25/2024

Nicholas D. Aiello, P.E., PTOE, PTP
Texas P.E. License No. 133969
Principal Associate | Traffic Planning Dept. Manager

Attachments:

- Attachment 1 – MSTA School Queue Calculations
- Attachment 2 – Traffic Figures 1 - 2

R:\Projects\2024\24004751A\Reports\Traffic\Docs\240617_dsg_ Duncanville_TMP_Letter.docx

MSTA School Traffic Calculations AM and PM Peak Traffic Estimates (These numbers do not reflect peak hour traffic volumes)

				School Name: Duncanville's First Baptist Church - 8:00 AM Arrival Schedule					Version: 04012021									
				Type: Urban Charter														
				MSTA School Queue Input					Calculations									
AM Cars / Student	PM Cars / Student	Avg. Car Length	PM At one Time	Grade Level	Student Population	Number of Buses	Staff Members	Student Drivers	PM Total Vehicles	PM Peak Vehicles	Average Queue Length	Total AM Trips	Total PM Trips	High Demand Length				
55.94%	39.15%	22.19	48.67%	K - 10	130				51	25	555	145	102	30%				
						2	16							721				
52.91%	47.50%	22.19	46.12%	11th														
50.08%	47.58%	22.83	55.71%	12th														
Sum >>					130				51	25	555	145	102	721				
									166									
				Grade K-10														
				AM Trips Generated					PM Trips Generated									
				Direction	Parents	Buses	Staff	Trips	Parents	Buses	Staff	Trips						
				IN	73			73	51			51						
				OUT	73			73	51			51						
				AM K-10 Trips				145	PM K-10 Trips				102					
				Grade 11th														
				AM Trips Generated					PM Trips Generated									
				Direction	Parents	Buses	Staff	Trips	Parents	Buses	Staff	Trips						
				IN														
				OUT														
				AM 11th Trips					PM 11th Trips									
				Grade 12th														
				AM Trips Generated					PM Trips Generated									
				Direction	Parents	Buses	Staff	Trips	Parents	Buses	Staff	Trips						
				IN														
				OUT														
				AM 12th Trips					PM 12th Trips									
								In	73					ADT 247				
								Out	73									
								Total	145									
				All AM TRIPS														
								In	51									
								Out	51									
								Total	102									
				All PM TRIPS														

NOTES

- Average Queue Length does not include an alternative traffic pattern required for high traffic demand days which is usually 30% additional length.
- Average Queue Length does not include the Student Loading Zone.
- Peak traffic volumes at schools normally occur within a 30-minute time period. (justifying a PHF of 0.5)

- NOTES**
- Average Queue Length does not include an alternative traffic pattern required for high traffic demand days which is usually 30% additional length.
 - Average Queue Length does not include the Student Loading Zone.
 - Peak traffic volumes at schools normally occur within a 30-minute time period. (Justifying a PHF of 0.5)

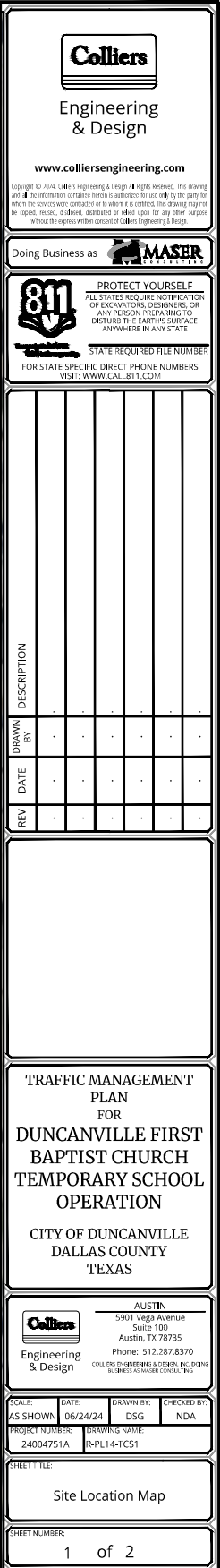
MSTA School Traffic Calculations AM and PM Peak Traffic Estimates (These numbers do not reflect peak hour traffic volumes)

				School Name: Duncanville's First Baptist Church - 1:50 PM Dismissal Schedule										
				Type: Urban Charter					Version: 04012021					
MSTA School Queue Input					Calculations									
AM Cars / Student	PM Cars / Student	Avg. Car Length	PM At one Time	Grade Level	Student Population	Number of Buses	Staff Members	Student Drivers	PM Total Vehicles	PM Peak Vehicles	Average Queue Length	Total AM Trips	Total PM Trips	High Demand Length
55.94%	39.15%	22.19	48.67%	K - 10	130				51	25	555	145	102	30% 721
52.91%	47.50%	22.19	46.12%	11th		2	16							
50.08%	47.58%	22.83	55.71%	12th										
Sum >>					130				51	25	555	145	102	721
					166									
Grade K-10														
AM Trips Generated					PM Trips Generated									
Direction	Parents	Buses	Staff	Trips	Parents	Buses	Staff	Trips						
IN	73			73	51			51						
OUT	73			73	51			51						
				AM K-10 Trips		145				PM K-10 Trips		102		
Grade 11th														
AM Trips Generated					PM Trips Generated									
Direction	Parents	Buses	Staff	Trips	Parents	Buses	Staff	Trips						
IN														
OUT														
				AM 11th Trips						PM 11th Trips				
Grade 12th														
AM Trips Generated					PM Trips Generated									
Direction	Parents	Buses	Staff	Trips	Parents	Buses	Staff	Trips						
IN														
OUT														
				AM 12th Trips						PM 12th Trips				
				All AM TRIPS		In		73						
						Out		73						
						Total		145						
										All PM TRIPS		In		51
												Out		51
												Total		102
												247		

NOTES

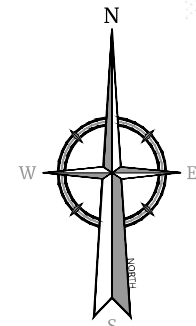
- Average Queue Length does not include an alternative traffic pattern required for high traffic demand days which is usually 30% additional length.
- Average Queue Length does not include the Student Loading Zone.
- Peak traffic volumes at schools normally occur within a 30-minute time period. (justifying a PHF of 0.5)

- NOTES**
- Average Queue Length does not include an alternative traffic pattern required for high traffic demand days which is usually 30% additional length.
 - Average Queue Length does not include the Student Loading Zone.
 - Peak traffic volumes at schools normally occur within a 30-minute time period. (justifying a PHF of 0.5)



2024\240404751A\Transportation\Plans\R-PL14-TCS1.dwg(R-PL14-Traffic Control & Staging Plans (2)) By: DAVID GONZALES

TEMPORARY SCHOOL TRAFFIC SIGN LEGEND		
SIGN A	DIRECTIONAL SIGN	
SIGN B	NO LEFT TURN SIGN	



LEGEND	
	EX. ONSITE BLDG
	PROPERTY LINE
	SETBACK LINE
	FIRE LANE
	PARKING COUNT
CIRCULATION	
	GRADE 7 ENTERING
	GRADE 7 ENTERING QUEUE
	GRADE 8 ENTERING QUEUE
	GRADE 7 AND 8 EXITING

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ALL STATES REQUIRE NOTIFICATION OF EXCAVATIONS, DRILLINGS OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE. STATE REQUIRED FILE NUMBER FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DESCRIPTION

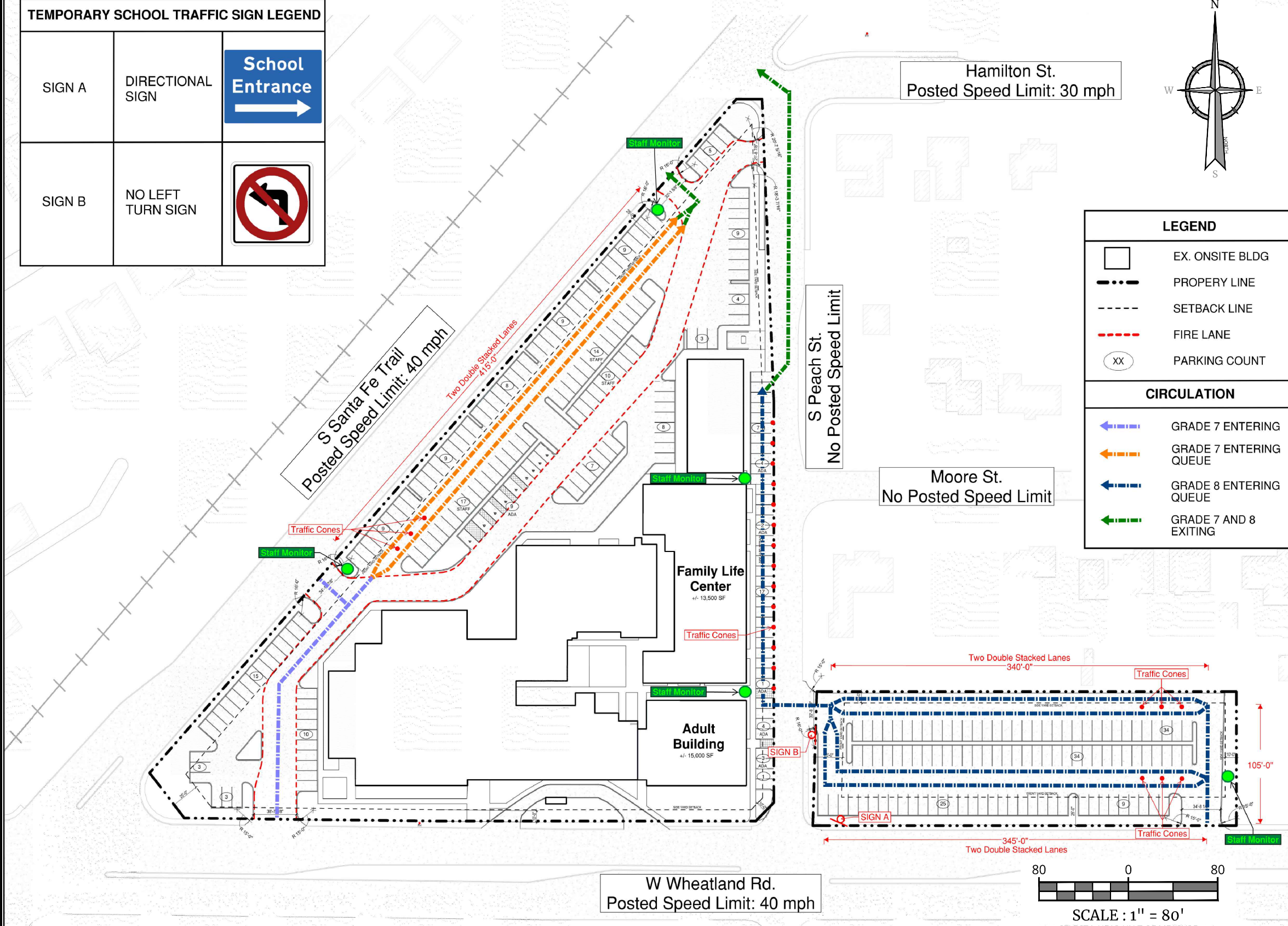
TRAFFIC MANAGEMENT PLAN FOR
DUNCANVILLE FIRST BAPTIST CHURCH
TEMPORARY SCHOOL OPERATION
CITY OF DUNCANVILLE
DALLAS COUNTY
TEXAS

Colliers AUSTIN
5501 Vega Avenue
Suite 100
Austin, TX 78735
Phone: 512.287.8370
COLLIERS ENGINEERING & DESIGN, INC. IS AN EQUAL OPPORTUNITY EMPLOYER. ALL RIGHTS RESERVED.

DATE: 06/24/24	DESIGN: DSG	CHECKED BY: NDA
PROJECT NUMBER: 24004751A	DRAWING NAME: R-PL14-TCS1	

SHEET TITLE:
TRAFFIC MANAGEMENT PLAN

SHEET NUMBER:
2 of 2





Colliers Engineering & Design is a trusted provider of multi-discipline engineering, design and consulting services providing customized solutions for public and private clients through a network of offices nationwide.

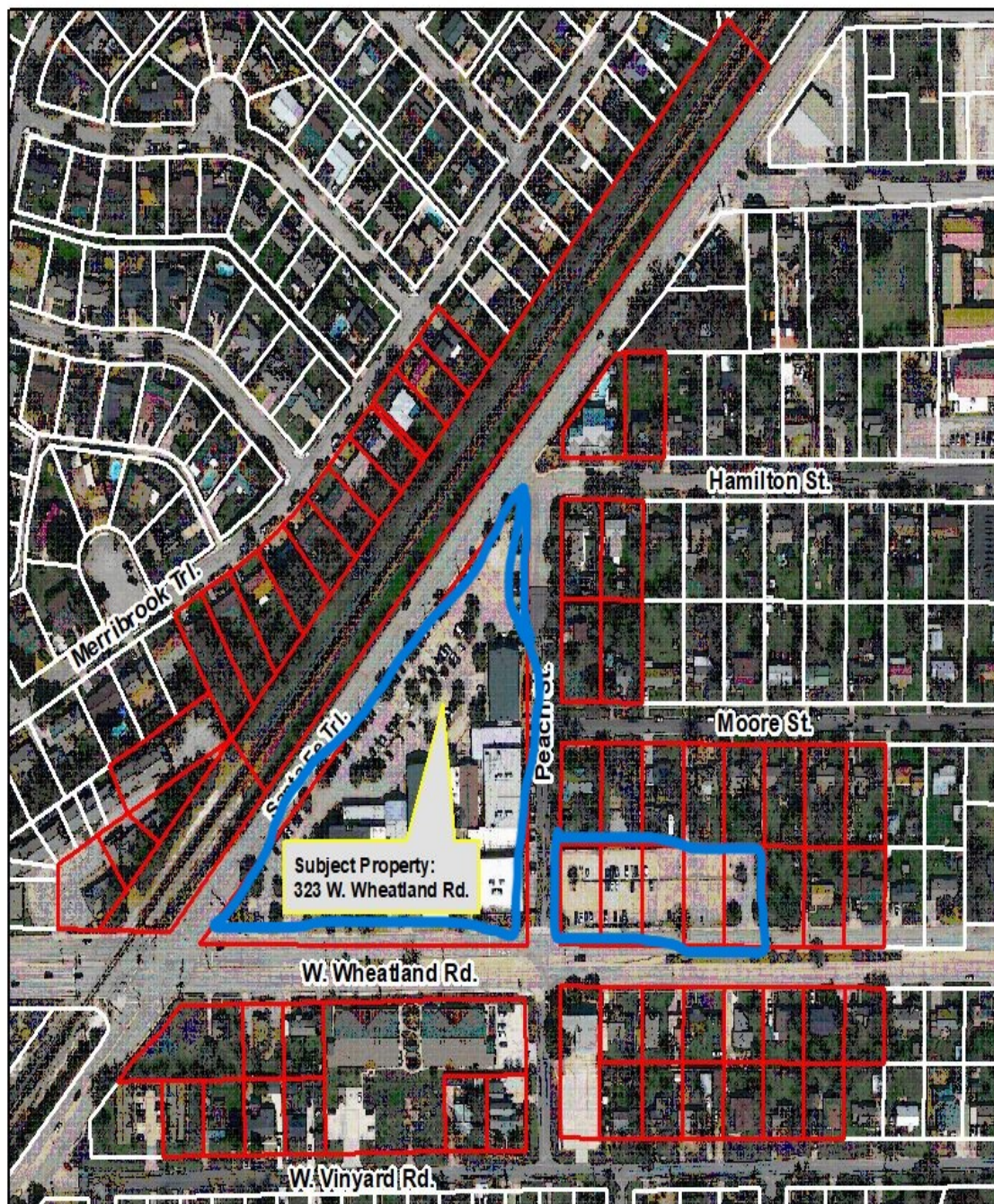
For a full listing of our office locations, please visit colliersengineering.com

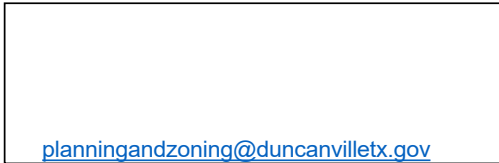
1 877 627 3772



*Civil/Site • Traffic/Transportation • Governmental • Survey/Geospatial
Infrastructure • Geotechnical/Environmental • Telecommunications • Utilities/Energy*

Accelerating success.





June 28, 2024

Zoning File: **2024-14**

Dear Property Owner:

Grace Hebert Curtis Architects, Applicant, representing UME Preparatory Academy, owner, is requesting approval of a **Specific Use Permit** to allow for the use of **“School, Primary or Secondary (Public)”** on Doris Heights, Block C, Lots 1-12, Block E, Lots 1-4, and Abandoned Street, ACS 4.0241, more commonly known as **323 West Wheatland Road**, City of Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for the granting of a Specific Use Permit for this particular public hearing. Please refer to the enclosed map that indicates which property is being considered for the change of zoning.

The Planning and Zoning Commission will hold a public hearing on Monday, July 8, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 16, 2024, at 7:00 p.m., both in the City of Duncanville Council Chambers, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning request. If you oppose the zoning request, however, the attached survey must be completed and returned by **July 16, 2024**, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary, Chiquita Taylor, or to Victor Barrera, Economic Development Director, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email planningandzoning@duncanvilletx.gov stating your position. You are encouraged to participate in the public hearing and offer comments.

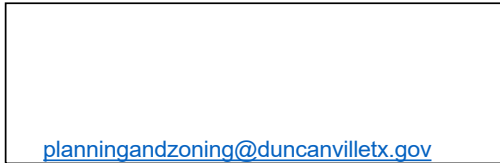
Please reach out to me directly at (972) 780-4997 with any questions pertaining to this request.

Sincerely,

Victor Barrera

Victor Barrera,
Director of Economic Development

Enclosures



Junio 28, 2024

Archivo de zonificación: **2024-14**
zonificación: **2024-07**

Estimado propietario:

Grace Hebert Curtis Architects, solicitante, representando a UME Preparatory Academy, propietario, está solicitando la aprobación de un **Permiso de Uso Específico** para permitir el uso de "**Escuela, Primaria o Secundario (Publica)**" en Doris Heights, Block C, Lots 1-12, Block E, Lots 1-4, and Abandoned Street, ACS 4.0241, más comúnmente conocido como **323 West Wheatland Road**, Ciudad de Duncanville, Condado de Dallas, Texas.

Su propiedad NO está siendo rezonificada. Se le ha enviado este aviso porque se encuentra dentro del área de notificación requerida de 200 pies de la propiedad que se está considerando para el otorgamiento de un Permiso de Uso Específico para esta audiencia pública en particular. Consulte el mapa adjunto que indica qué propiedad se está considerada para el otorgamiento de un Permiso de Uso Específico.

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 8 de Julio de 2024, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 16 de Julio de 2024, 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 de la solicitud de zonificación. Sin embargo, si se opone a la solicitud de zonificación, la encuesta adjunta debe completarse y devolverse antes del **16 de Julio de 2024**, para cumplir con los requisitos legales para una protesta formal por escrito.

Como ciudadano interesado, puede enviar comentarios públicos al Secretaria de la Ciudad, Chiquita Taylor, o al Director de Desarrollo Económico, Victor Barrera, P.O. Box 380280, Duncanville, Texas, 75138-0280 o enviar un correo electrónico planningandzoning@duncanvilletx.gov indicando su posición. Se le anima a participar en la audiencia pública y ofrecer comentarios.

Por favor, póngase en contacto conmigo directamente al (972) 780-4997 con cualquier pregunta relacionada con esta solicitud.

Sinceramente,

Victor Barrera

Victor Barrera,
Director de Desarrollo Económico

Recintos

planningandzoning@duncanvilletx.gov



203 E. Wheatland Road | Duncanville, Texas 75116 | 972.780.5000 P | 972.780.5077 F | duncanvilletx.gov

Case No. 2024-14 Grace Hebert Curtis Architects, Applicant, representing UME Preparatory Academy, owner, is requesting approval of a **Specific Use Permit** to allow for the use of **“School, Primary or Secondary (Public)”** on Doris Heights, Block C, Lots 1-12, Block E, Lots 1-4, and Abandoned Street, ACS 4.0241, more commonly known as **323 West Wheatland Road**, City of Duncanville, Dallas County, Texas.

NOTE: The purpose of the request is to allow for a **Specific Use Permit for the use of “School, Primary or Secondary (Public)”**.

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

The Planning and Zoning Commission will hold a public hearing on Monday, July 8, 2024, at 7:00 p.m., and the City Council public hearing will be held on Tuesday, July 16, 2024, 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 request.

If you oppose the zoning request, however, the attached survey must be completed and returned by **July 16, 2024**, 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: _____ Date: _____

Signature: _____ Address: _____

El siguiente formulario puede ser llenado y enviado por correo a:

Caso No. 2024-14 Grace Hebert Curtis Architects, solicitante, representando a UME Preparatory Academy, propietario, está solicitando la aprobación de un **Permiso de Uso Especifico** para permitir el uso de **"Escuela, Primaria o Secundario (Publica)"** en Doris Heights, Block C, Lots 1-12, Block E, Lots 1-4, and Abandoned Street, ACS 4.0241, más comúnmente conocido como **323 West Wheatland Road**, Ciudad de Duncanville, Condado de Dallas, Texas.

NOTA: El propósito de la solicitud es permitir un **Permiso de Uso Especifico**.

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 **Permiso de Uso Especifico**. **Su propiedad no está siendo rezonificada.**

La Comisión de Planificación y Zonificación llevará a cabo una audiencia pública el Lunes 8 de Julio de 2024, a las 7:00 p.m., y la audiencia pública del Concejo Municipal se llevará a cabo el Martes 16 de Julio de 2024, 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 de la solicitud de zonificación.

Sin embargo, si se opone a la solicitud de zonificación, la encuesta adjunta debe completarse y devolverse antes del **16 de Julio de 2024**, 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:

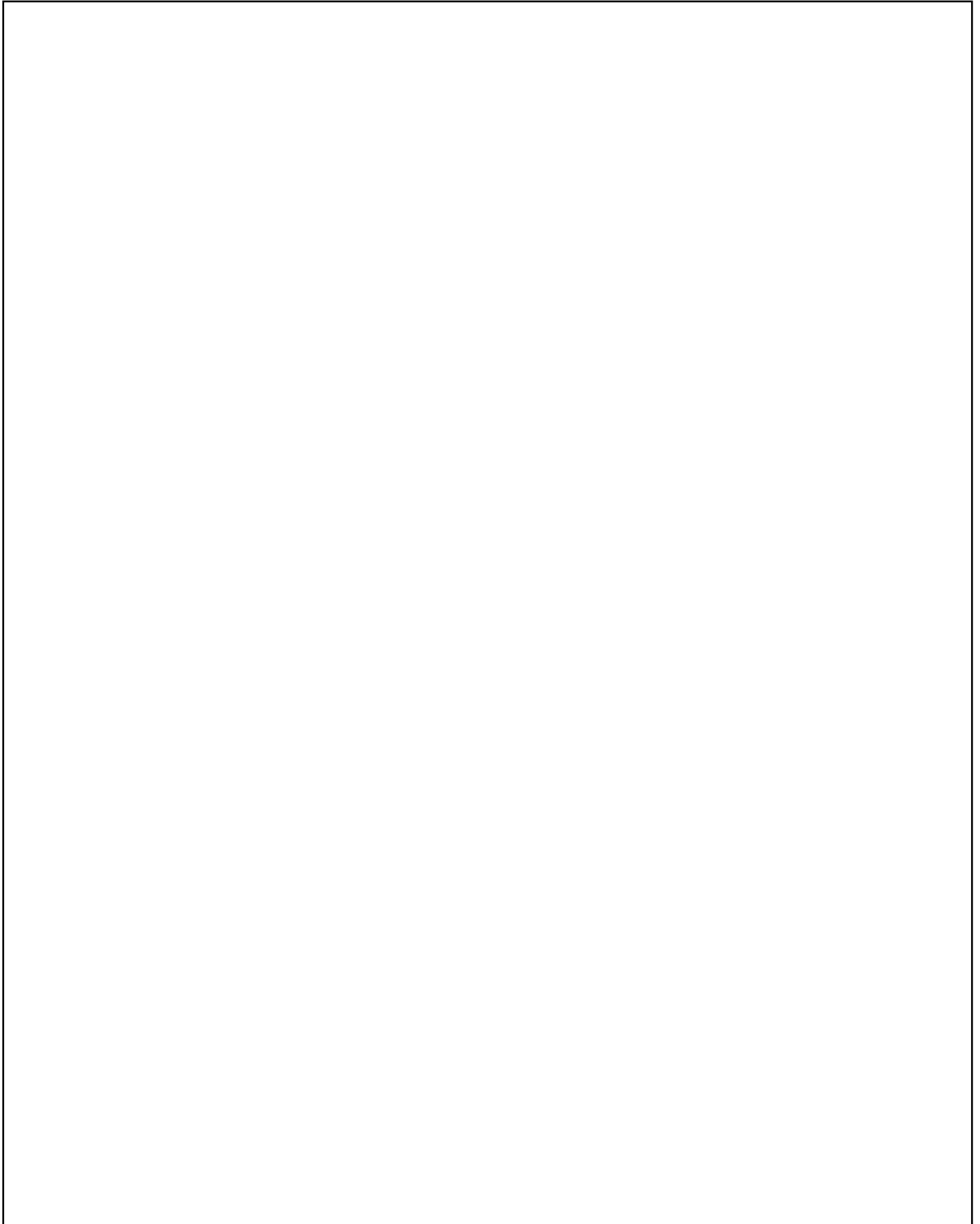
1).

2).

3).

Nombre impreso: _____ Fecha: _____

Firma: _____ Dirección: _____



Advertise 1 time - By June 28

NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL
ZONING FILE #2024-14

A public hearing will be held before the City Council on Tuesday, July 16, 2024, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Rd, Duncanville, Texas, to hear a request of Grace Hebert Curtis Architects, Applicant, representing UME Preparatory Academy, for a Specific Use Permit to allow for the use of "School, Primary or Secondary (Public)", on Doris Heights, Block C, Lots 1-12, Block E, Lots 1-4, and Abandoned Street, ACS 4.0241, more commonly known as 323 West Wheatland Road, City of Duncanville, Dallas County, Texas.

The subject property is located within the SF-7, Single-Family Residential District. Per Sec. 3.03, Permitted Use chart, the use "School, Primary or Secondary (Public)" requires the approval of a Specific Use Permit to operate within SF-7 zoning.

As an interested citizen, you may appear at the public hearing or you may send a notice to either the City Secretary, Chiquita Taylor, or to Victor Barrera, Director of Economic Development, P.O. Box 380280, Duncanville, Texas, 75138-0280 stating your position.

CITY OF DUNCANVILLE
Chiquita Taylor
City Secretary

Victor Barrera,
Director of Economic Development



STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Present the Police Department's Quarterly Report.

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Adrian Tijerina, Assistant Chief of Police

BACKGROUND/HISTORY:

Police quarterly report.

POLICY EXPLANATION:

Police quarterly report.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

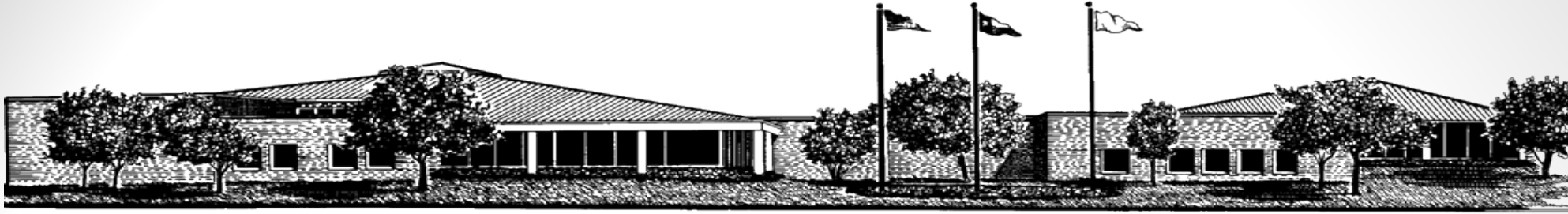
\$0.00

ACTION ALTERNATIVES:

1. Receive quarterly report.
2. Do not receive quarterly report.
3. Other actions as directed by Council.

ATTACHMENTS:

[Duncanville Police Quarterly Report 2024 \(April - June\)](#)



QUARTERLY REPORT APRIL – JUNE 2024

JULY 16, 2024

ASSISTANT CHIEF ADRIAN TIJERINA



We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

City of Duncanville



1

Staffing/Personnel



- Officers Ashley Garcia, Rocio Vazquez, and Alfredo Gomez completed Field Training. Garcia and Vazquez have been assigned to the Bravo Days patrol shift. Gomez has been assigned to the Alpha Nights patrol shift.
- Officer Mariana Barbosa graduated from the police academy on June 17 and began her in-service training. She was sworn in on July 5th and has begun Field Training.
- Recruits Joe Garza, Emmanuel Ortiz, Joey Vang, and Alex Lopez were hired during this quarter. They began the Police Academy on July 1st. Anticipate their graduation in December.
- A civil service exam was held on June 8th. 34 applicants were in attendance, and 23 successfully passed the written and physical fitness exam, two of whom are TCOLE certified.
- We currently have 7 vacancies.



Staff Development

- The Department held Emergency Vehicle Operations training from June 10th to June 21st. 48 officers attended this 8-hour training course. This was the first time Department EVOC training has been held since 2012.
- The Police Department received the FBI-LEEDA Agency Trilogy Award, indicating all police supervisors have attended and graduated from the three-week FBI-LEEDA training series. The Duncanville Police Department is the seventeenth police agency in Texas to receive this prestigious award.

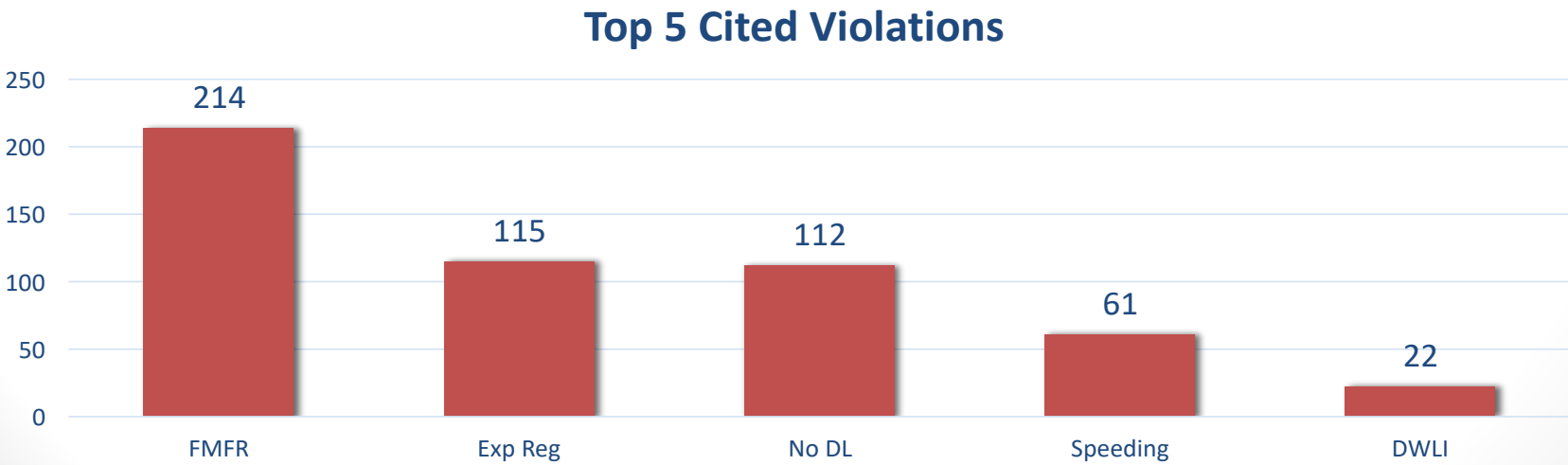
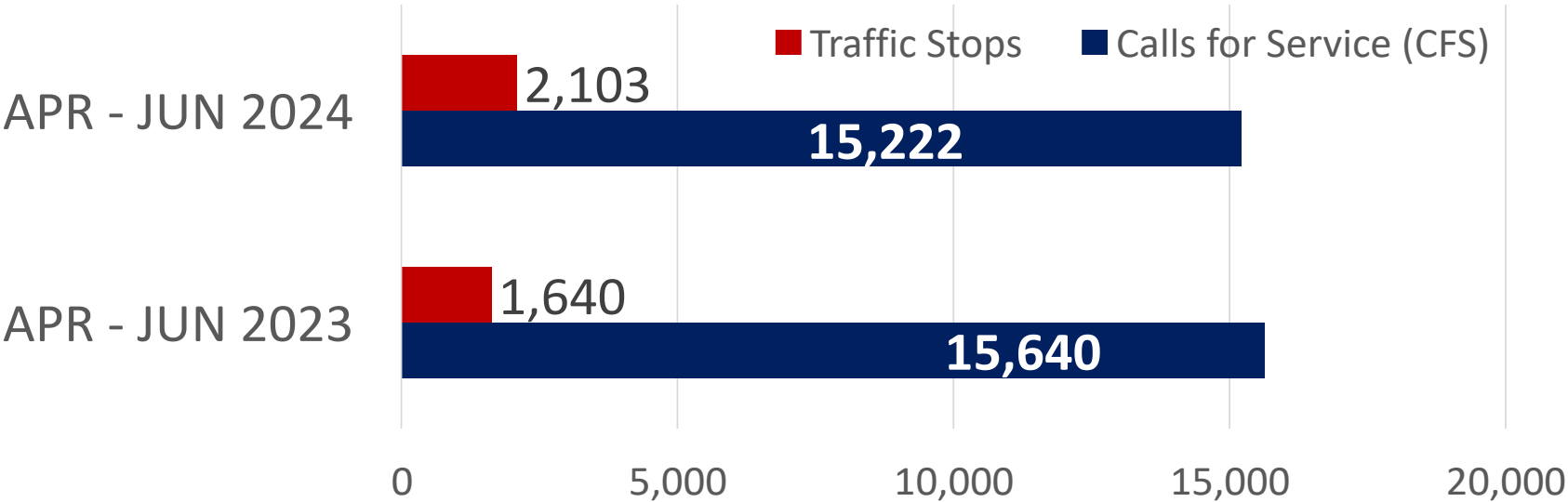


Regional CARE Team Quarterly Activity

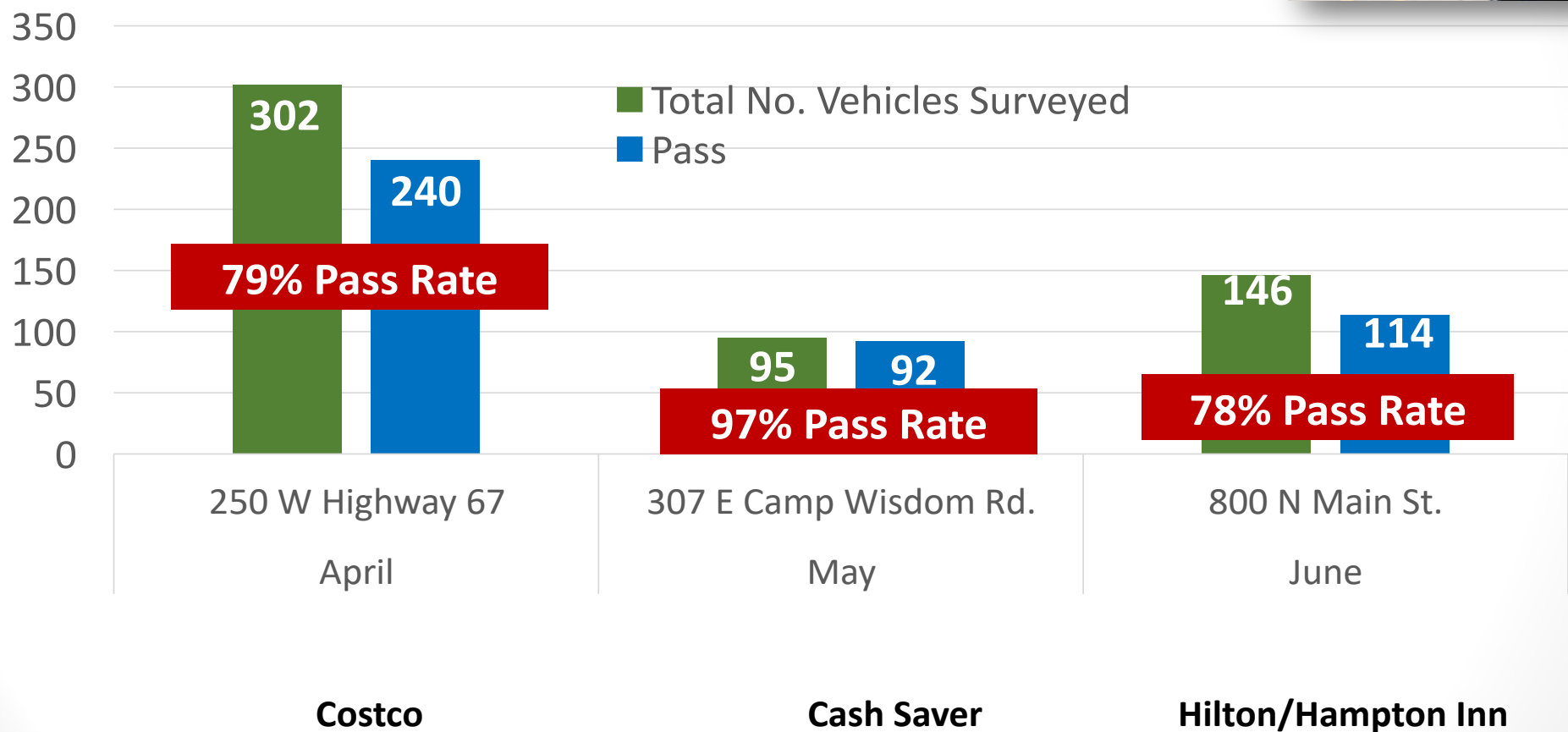
- Duncanville Officer Ambrosio Hernandez is on FMLA for the birth of his child.
- The CARE Team continues to serve Duncanville citizens in his absence.
- The CARE Team has assisted approximately 48 new clients for this quarter.



Patrol activity comparison at a glance



Citizens on Patrol (COPs) BMV Report Card Surveys



Department Activity



Number of Use of Force Incidents: 11

- 8 – Found to be lawful and within departmental policy.
- 3 – Administrative review pending.

Number of Vehicle Pursuits: 1

- Administrative review pending.

Number of Complaints: 0



Community Engagement

April 2024 – 10 Meetings with 1,118 Partnerships

May 2024 – 7 Meetings with 381 Partnerships

June 2024 – 4 Meetings with 386 Partnerships

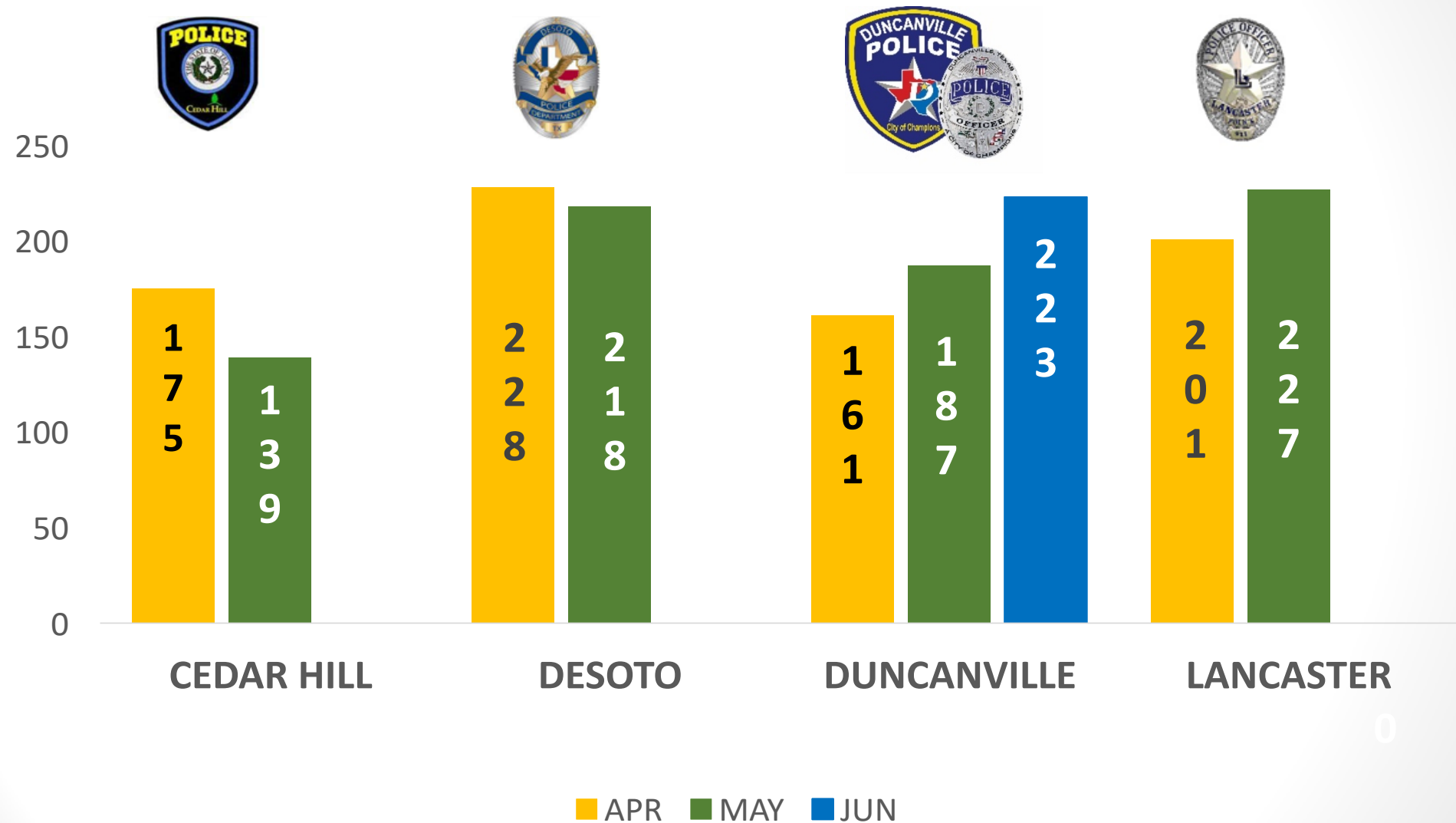


NIBRS Group A Offenses: Apr – Jun 2024

	Occurred	Unfounded	Actual	Cleared
09 - Homicide Offenses	1		1	
100 - Kidnapping/Abduction	0		0	
11 - Sex Offenses	6		6	3
36 - Sex Offenses, Non-Forcible	0		0	
120 - Robbery	10		10	6
13A - Aggravated Assault	26		26	20
13B - Simple Assault	86		86	78
13C - Intimidation	9		9	5
200 - Arson	0		0	
210 - Extortion/Blackmail	0		0	
220 - Burglary/Breaking and Entering	21		21	1
23A - Pocket-picking	0		0	
23B - Purse-snatching	0		0	
23C - Shoplifting	27		27	10
23D - Theft From Building	15		15	2
23E - Theft From Coin-Operated Machine or Device	0		0	0
23F - Theft From Motor Vehicle	80		80	2
23G - Theft from Motor Vehicle Parts/Accessories	19		19	0
23H - All Other Larceny	17		17	2
240 - Motor Vehicle Theft	72	6	66	2
250 - Counterfeiting/Forgery	8		8	2
26 - Fraud Offenses	20		20	4
270 - Embezzlement	2		2	
280 - Stolen Property Offenses	0		0	
290 - Destruction/Damage/Vandalism of Property	36		36	6
35 - Drug/Narcotic Offenses	29		29	26
370 - Pornography/Obscene Material	1		1	1
39 - Gambling Offenses	0		0	
40 - Prostitution Offenses	0		0	
510 - Bribery	0		0	
520 - Weapon Laws Violations	21	1	20	11
64 - Human Trafficking	0		0	
720 - Animal Cruelty	0		0	
GRAND TOTAL	506	7	499	181

Crime statistics as of 07/03/2024

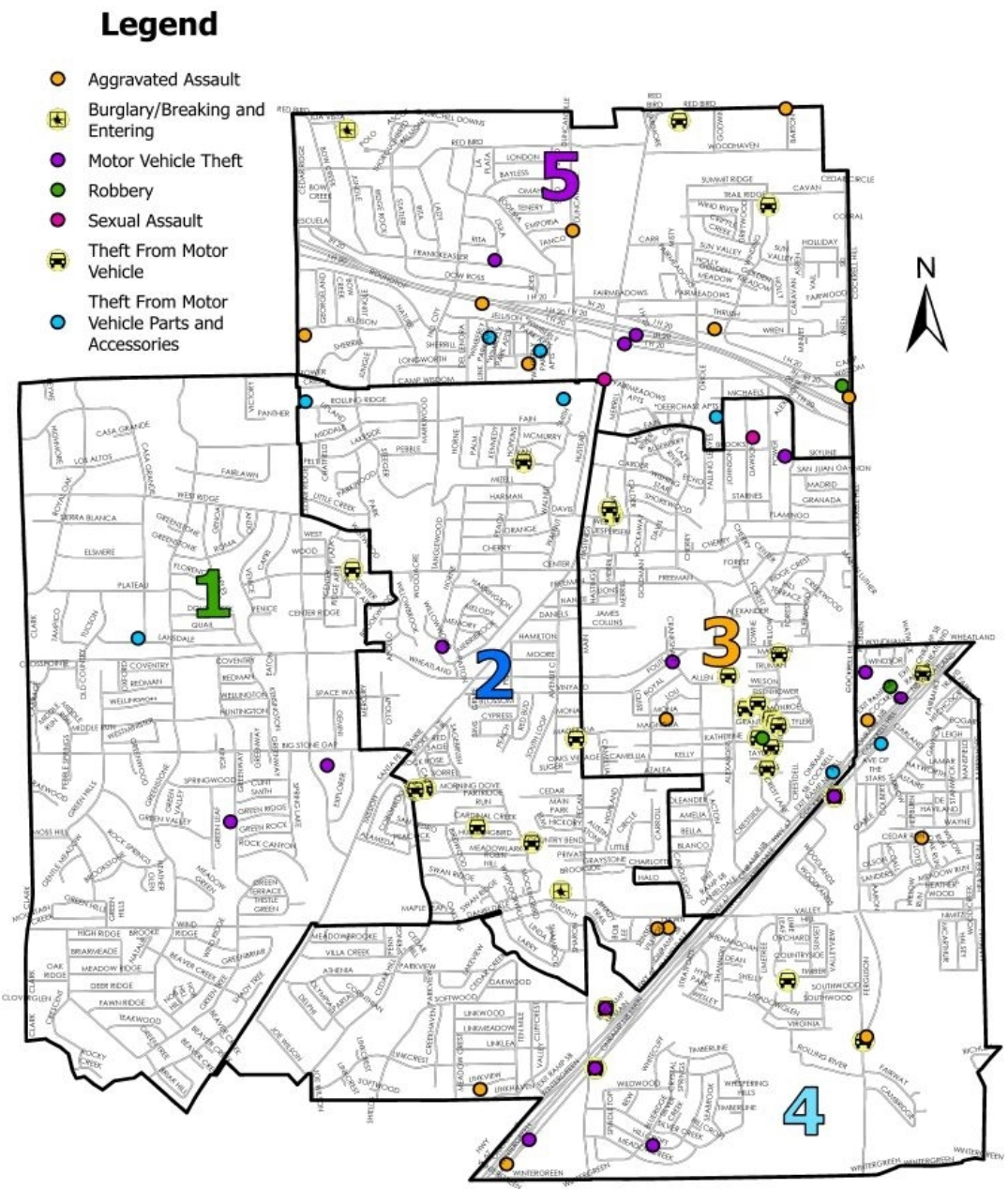
NIBRS Group A Offense Count Comparison



Data obtained from Texas DPS at <https://txucr.nibrs.com/Report/CrimesIndex> (July 04, 2024)

April 2024 Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	0	2	1	5	7
Burglary	0	1	0	0	1
Motor Vehicle Theft	2	1	2	8	5
Robbery	0	0	1	1	1
Sexual Assault	0	0	1	0	1
Theft from Motor Vehicle	1	6	12	11	2
Theft from Motor Vehicle Parts and Accessories	1	2	1	2	3
Total	4	12	18	27	20



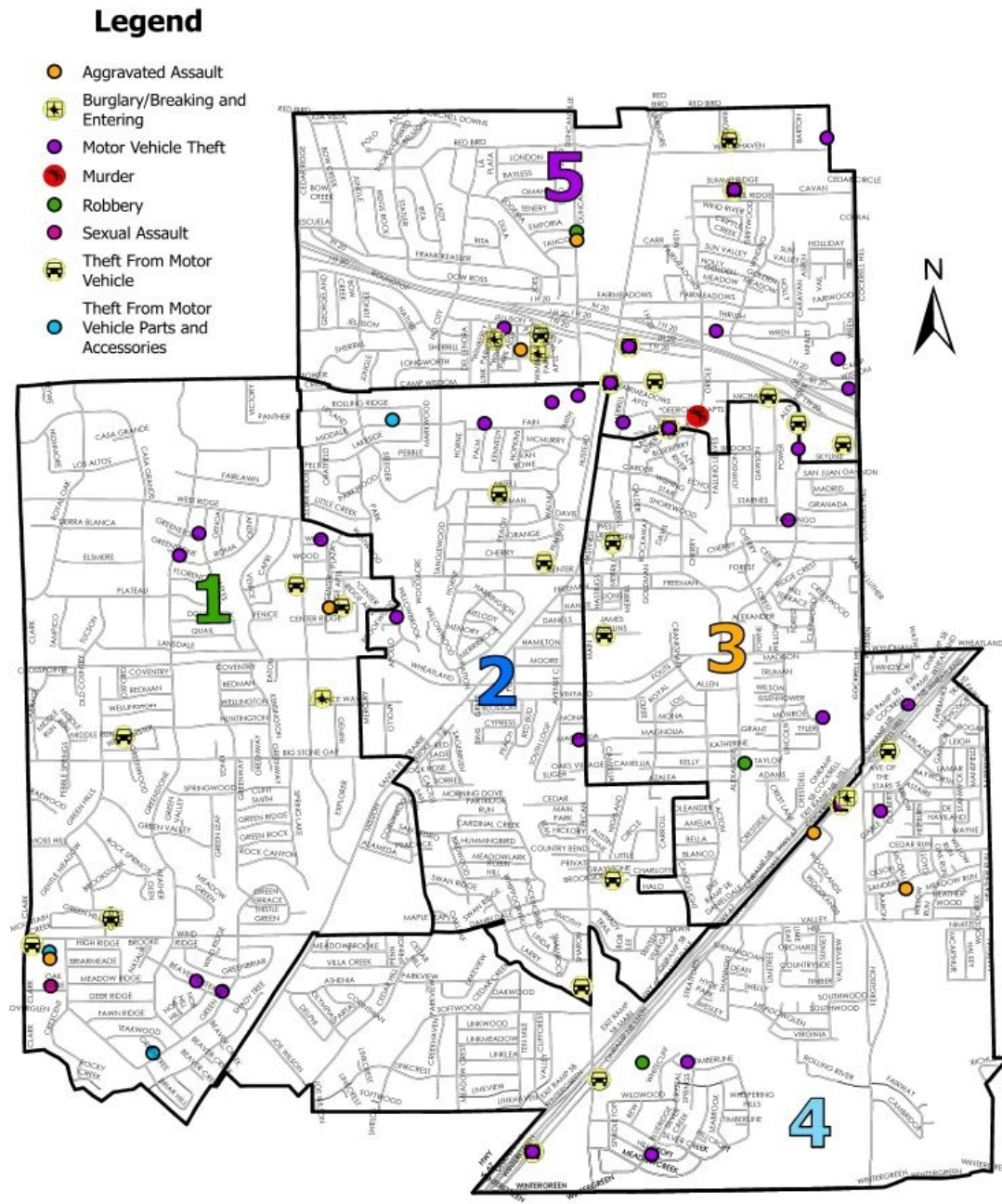
City of Duncanville



11

May 2024 Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	2	0	0	2	2
Burglary	2	0	0	1	2
Motor Vehicle Theft	5	5	3	8	11
Murder	0	0	0	0	1
Robbery	0	0	1	1	2
Sexual Assault	1	0	0	0	0
Theft from Motor Vehicle	5	4	2	7	12
Theft from Motor Vehicle Parts and Accessories	2	1	0	0	1
Total	17	10	6	19	31



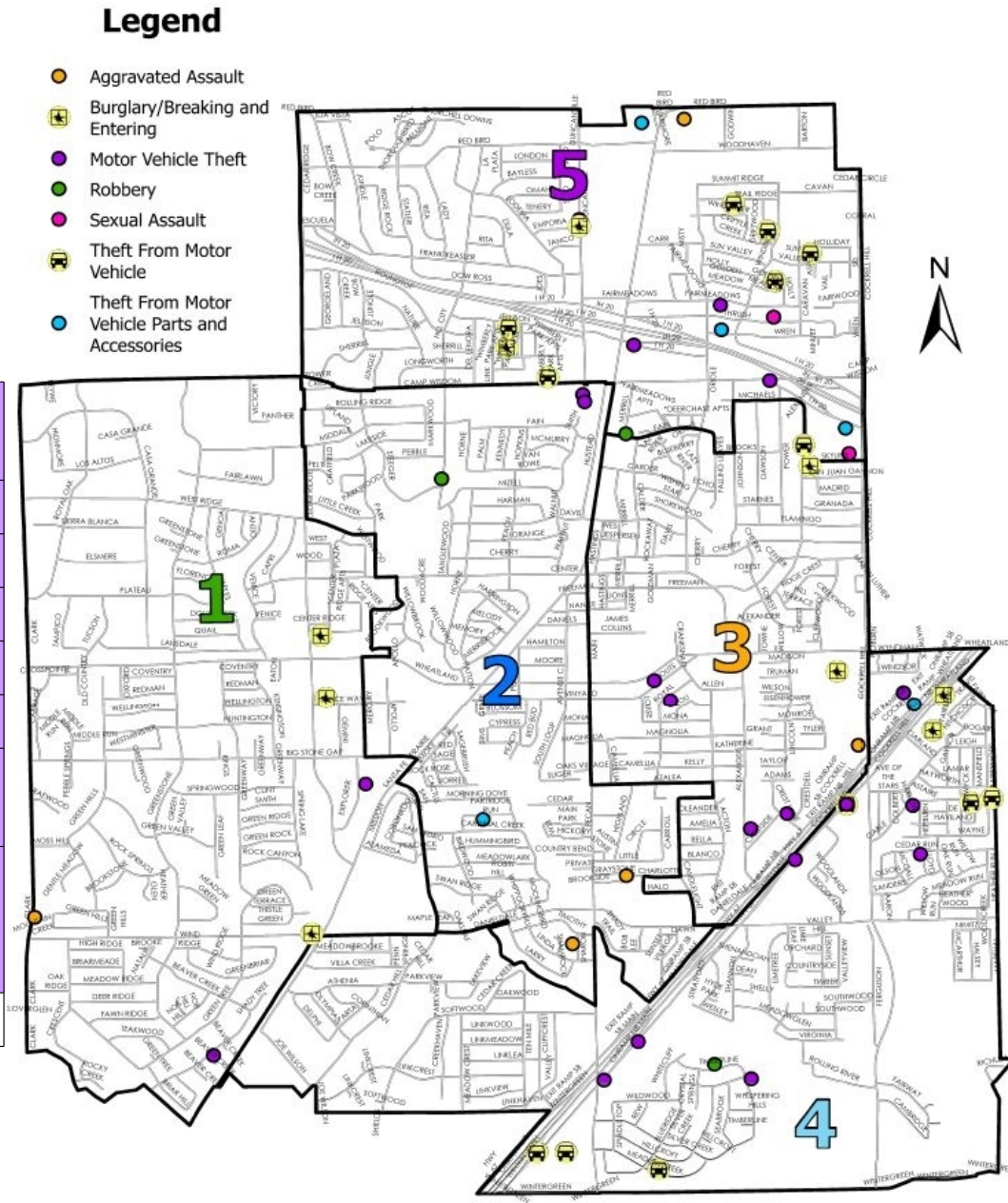
City of Duncannon



12

June 2024 Major Crimes

	District 1	District 2	District 3	District 4	District 5
Agg. Assault	1	2	1	0	1
Burglary	3	0	4	5	2
Motor Vehicle Theft	2	3	4	8	5
Robbery	0	1	0	1	1
Sexual Assault	0	1	0	0	2
Theft from Motor Vehicle	0	0	1	11	6
Theft from Motor Vehicle Parts and Accessories	0	1	0	2	3
Total	6	8	10	27	20



City of Duncanville



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Thank you
Any questions?





STAFF REPORT

MEETING: City Council - 16 Jul 2024

TITLE:

Monthly Financial Report as of May 31, 2024

Vision Statement:

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

Pillar:

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

STAFF RESPONSIBLE:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

The Finance Report is presented to provide actual revenues received and expenditures made compared to the budget. The report provides financial summary data on key funds, including the General, Utility, Economic Development, and Fieldhouse funds. Additionally, a listing of current capital improvement projects is included with the report.

POLICY EXPLANATION:

The month of May is the eighth month of fiscal year 2023-2024. Revenues and expenditures are unaudited and will be updated as the year progresses. Revenues and expenditures can fluctuate depending on the time of year, but the benchmark for revenues and expenditures compared to the budget is 66.7%.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

NA

Purchase Amount

NA

After Encumber

NA

ACTION ALTERNATIVES:

No City Council action required.

ATTACHMENTS:

[May 2024 Monthly Financial Report](#)



**CITY OF DUNCANVILLE
MONTHLY FINANCIAL REPORT**

Fiscal Year 2023-2024
YEAR-TO-DATE OPERATIONS

AS OF MAY 31, 2024

OCTOBER 1, 2023 - MAY 31, 2024

*We are building a vibrant, inclusive community, driven by a
commitment to democratic principles and service above self*

Updated and Prepared by
FISCAL SERVICES DEPARTMENT
7/8/2024



FY 2023-2024 FINANCIAL REPORT as of May 31, 2024



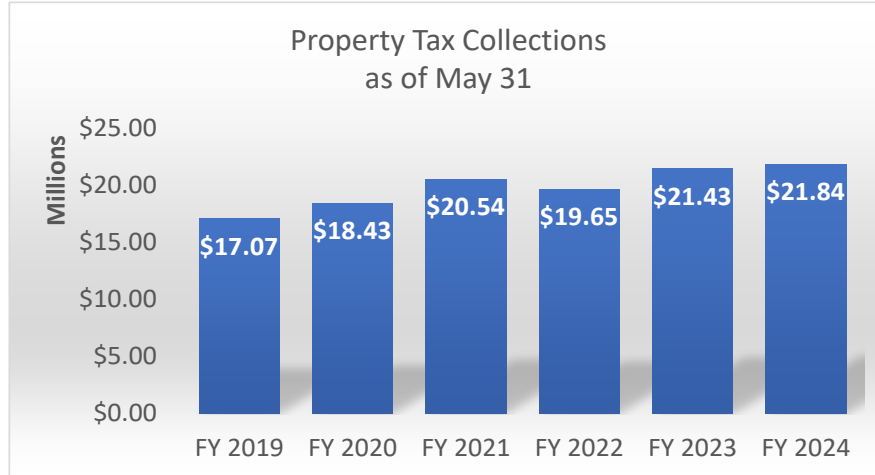
EXECUTIVE SUMMARY

The Duncanville Monthly Financial Report presents unaudited revenues and expenditures through May 31, 2024, compared to the budgetary numbers for the fiscal year 2023-2024 and the actual numbers year-to-date for the fiscal year 2022-2023. The report provides financial summary data on all funds, including on-going Capital Improvement Projects. The General Fund is the primary operating fund for the City, so details of revenues by category and expenditures by the department are included in the financial statements. In addition, all other funds that are part of daily operations are included in brief to highlight each fund's revenues, expenditures, and fund balances.

May is the eighth month of the fiscal year (FY) 2023-2024. The benchmark percentage of funds received and expended is 66.7%. Below are highlights of year-to-date revenues and expenditures through May 31, 2024. The FY 2022-23 entries continue to be reconciled as the audit process is underway. Therefore, the beginning year balances will continue to be adjusted and smoothed out as the year progresses and the audit is concluded.

The charts throughout the summary compare the revenues and expenditures year-to-date, for the same period, for each fiscal year from FY 2019 to current.

PROPERTY TAX COLLECTIONS



The above chart shows total property tax collected including the debt portion and delinquent taxes. Property Taxes account for over 50 % of the total General Fund revenue budget. Per Dallas County, current year collections are at 97.29% of the levy.

**FY 2023-2024 FINANCIAL REPORT
as of May 31, 2024**



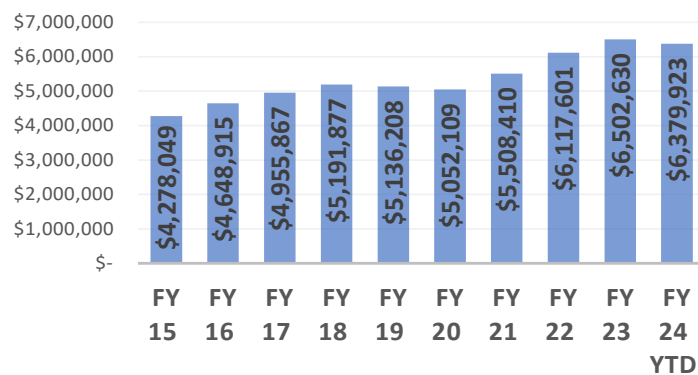
SALES TAX TREND

SALES TAX ALLOCATION HISTORICAL SUMMARIES								
City of Duncanville Authority Code: 2057084 2 CENT AUTHORIZATION								
TOTAL SALES TAXES COLLECTED AND RECEIVED								
.02 CENT ALLOCATION			FY	FY	FY	FY	FY	FY
COLLECTION MONTH	RECEIVED MONTH	% CHANGE PY ACCUMULATIVE	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19
OCT	DEC	2.92%	\$ 1,022,816.88	\$ 993,789.74	785,673.18	830,234.09	899,967.44	808,134.72
NOV	JAN	2.87%	\$ 998,707.18	\$ 971,344.59	970,431.17	802,203.37	799,874.76	761,307.93
DEC	FEB	-4.37%	\$ 1,132,304.74	\$ 1,332,694.48	1,207,624.54	1,045,330.25	1,093,884.42	982,541.46
JAN	MAR	-2.61%	\$ 964,640.77	\$ 931,089.88	915,721.95	798,307.67	692,647.12	751,474.37
FEB	APR	-0.59%	\$ 964,486.83	\$ 884,085.98	867,075.56	816,989.85	677,611.75	763,496.18
MAR	MAY	-1.89%	\$ 1,296,966.63	\$ 1,389,625.43	1,371,074.68	1,215,345.22	888,123.96	1,069,253.79
APRIL	JUN		\$ 1,007,903.02	\$ 1,053,655.75	1,073,951.31	773,096.95		846,390.05
MAY	JUL		\$ 1,023,076.19	\$ 1,055,650.56	895,092.16	809,543.87		879,867.74
JUNE	AUG		\$ 1,216,715.98	\$ 1,274,933.45	1,130,684.16	1,021,135.56		1,018,284.27
JULY	SEP		\$ 1,043,855.32	\$ 1,039,021.98	1,013,137.28	774,925.04		861,472.41
AUG	OCT		\$ 1,011,326.44	\$ 972,252.62	917,440.10	806,953.30		885,497.37
SEPT	NOV		\$ 1,228,584.78	\$ 1,244,441.19	1,169,399.73	1,036,229.49		1,023,608.43
TOTAL			6,379,923.03	13,034,091.83	12,757,556.63	11,708,115.19	10,273,993.66	10,651,328.72
Total % Change over Prior Year				2.17%	8.96%	13.96%		
Total % Change over Prior Year - YTD			-1.89%	6.29%	11.06%	9.03%		

Sales tax accounts for 25% of the general fund revenue budget. Seventy-five percent (75%) or 0.015 cents of the collections goes to the General Fund for operations and property tax relief. The remaining 25% or .005 cents goes to Economic Development.

- Sales Tax collections are currently at -1.89% over the previous year's collections for the same time period.
- The benchmark of receipts year to date is 50% since collections are two months behind. Total actual receipts are 47% of the budget.
- Overall, the retail trade segment, the city's largest segment of sales tax collection, has been maintaining a decrease compared to this time last year. Internet retail is strong but at the expense of brick-and-mortar retail sales.

Duncanville Sales Tax YTD Historical Comparison



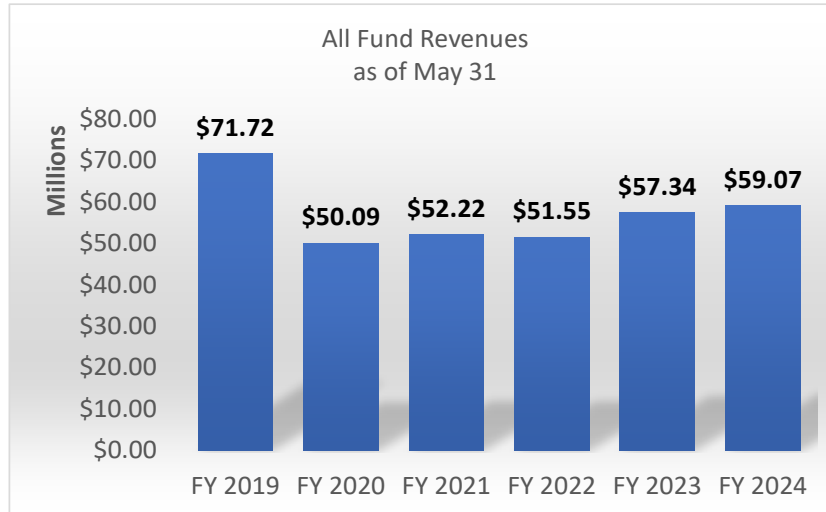


FY 2023-2024 FINANCIAL REPORT as of May 31, 2024

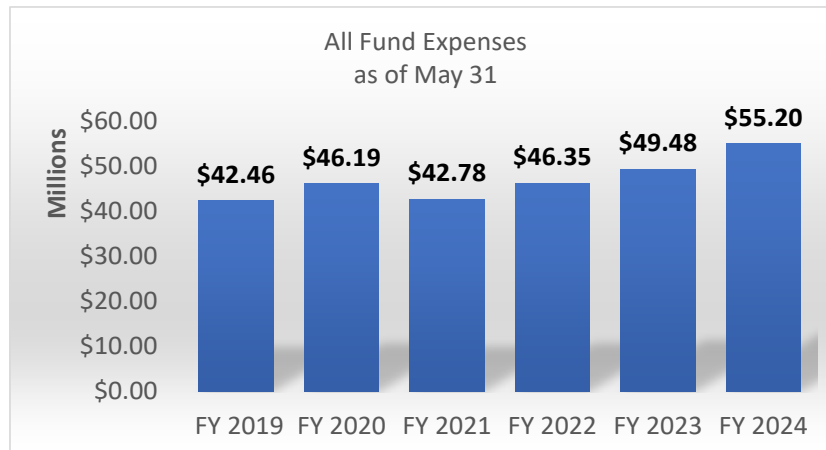


ALL FUNDS

Total revenue collected as of May 31, 2024, is \$59.1 million. This is 70.2% of the total revenue budget for all funds.



- Interest Income received to date is \$2.4 million.



Expenditures are 50.1% of the budget to date.

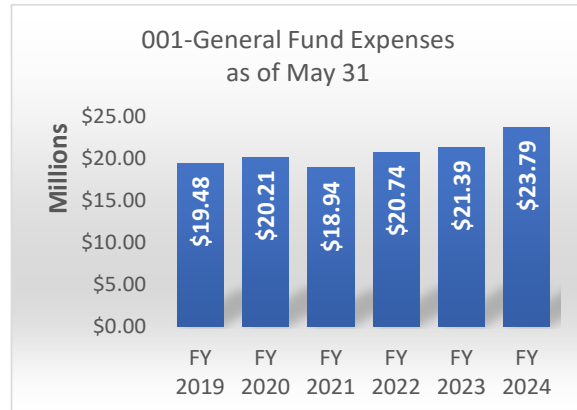
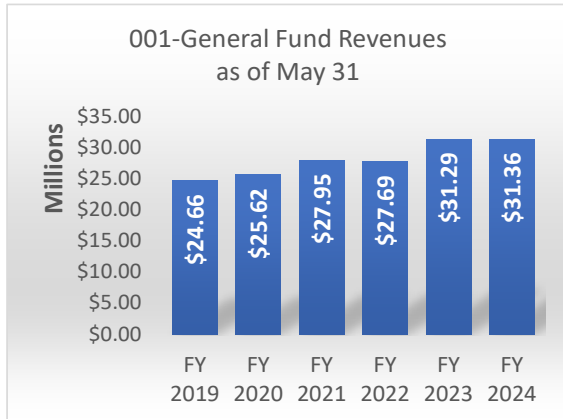


FY 2023-2024 FINANCIAL REPORT as of May 31, 2024



GENERAL FUND

The General Fund's unaudited ending fund balance for actuals is approximately \$29.5 million to date. Revenue continues to be higher than expenditures at this time in the fiscal year. The revised ending fund balance projected for FY 2024 is \$21.4 million. The FY 2023 audit is still underway however and so the beginning fund balance is a projection based on actuals.



General Fund Revenue Highlights:

- General Fund revenues and service reimbursements are currently at 76.9% of the budget.
- Property Tax receipts are 93% of the budget to date.
- Interest revenue received to date is \$1,527,509. This is 13% greater than FY 2023.

General Fund Expense Highlights:

- Operating expenditures are 57.6% of the budget.
- Divisions trending at 50% or less at this point in the year:
 - o Special Events – the biggest event and expenditures occur in June and July.
 - o Street Maintenance – has 5 vacancies and street maintenance projects occur in late Spring and Summer.
 - o Traffic Operations – capital replacement projects, such as traffic cabinet replacements, have not been expended to date.
 - o For FY 2024 it was projected to spend \$99,791 towards the Cares Team with City of DeSoto as the grant was to end April 30. However, the grant will continue with Dallas County through September 30.

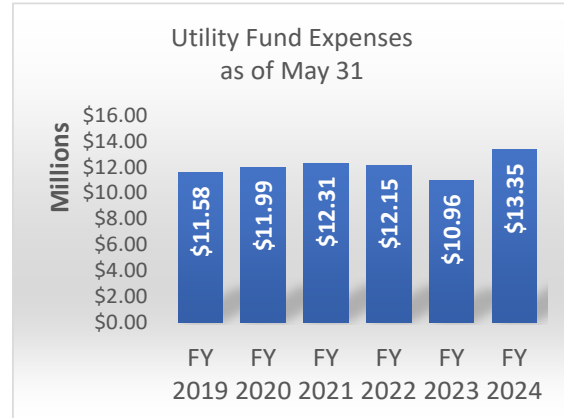
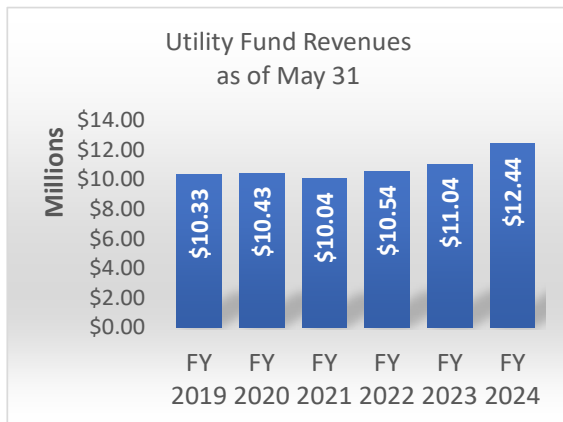


FY 2023-2024 FINANCIAL REPORT as of May 31, 2024



UTILITY FUND

The Utility Operating Fund's unaudited beginning fund balance is \$12.8 million, with an actual year-to-date unaudited fund balance of \$11.9 million.



- Total utility revenues are 58.8 % of the budget. April and May months are typically rainier and therefore have lower consumption compared to other months in the year. Revenues are one month behind and therefore the target is 58%.
- Total expenditures are 60.3% of the budget. This amount includes \$2.8 million in payments to Dallas Water Utilities (wholesale water) and \$4.1 million to Trinity River Authority (wastewater treatment) to date.



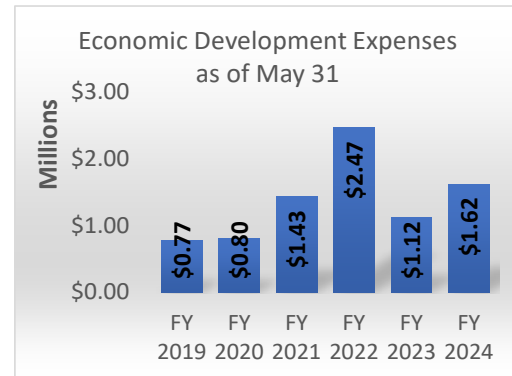
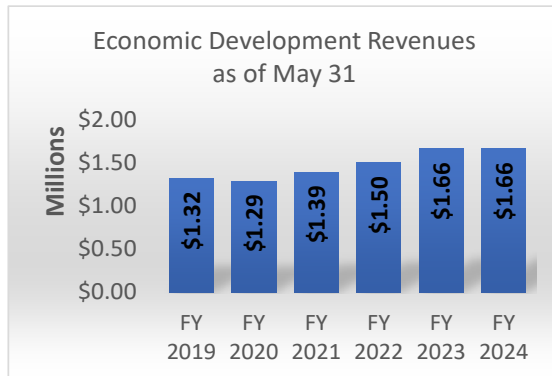
FY 2023-2024 FINANCIAL REPORT as of May 31, 2024



ECONOMIC DEVELOPMENT

The Economic Development unaudited beginning fund balance is \$7.1 million, with an actual year-to-date unaudited fund balance of \$7.2 million.

- Total revenues are 49.1% of the budget. Revenue received in Economic Development is a ½ cent sales tax. Collections for March were paid in May. Benchmark is 50% since sales tax collections are two months behind.



- Total expenditures are 36.1% of the budget.
 - The "Other Financing Uses" expense category includes incentives and grants line-item accounts; \$465,185 in incentives have been paid to date.

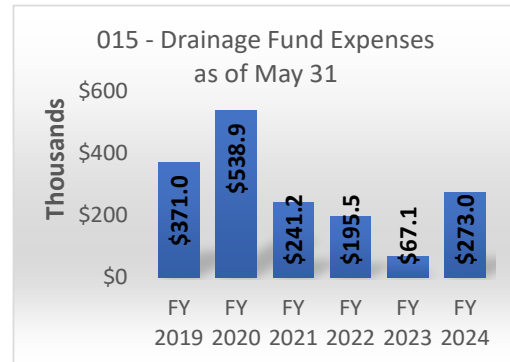
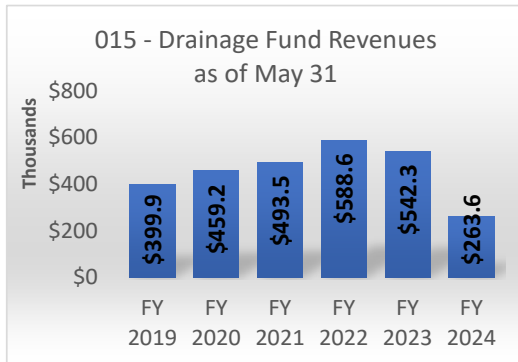


FY 2023-2024 FINANCIAL REPORT as of May 31, 2024



DRAINAGE FUND

The Drainage Fund unaudited beginning fund balance is \$2 million, with an actual year-to-date unaudited fund balance of \$2 million.



- Total revenues are 33.8 % of the budget. Commercial billing is done manually, and not through Utility Billing. Public Works is working on billing the non-residential accounts for the annual fee. The Building Inspections division will collect the revenue. Therefore, revenue will increase as the commercial fees are received.
- Total expenditures are 11% of the budget. This fund budgets for 3 FT street positions. However, these positions are vacant. Construction project expenses are 11% of the budget to date.

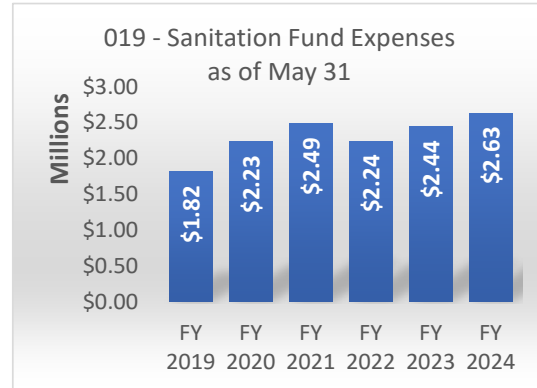
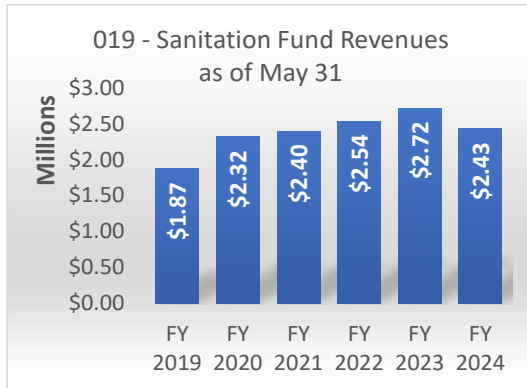


FY 2023-2024 FINANCIAL REPORT as of May 31, 2024



SANITATION FUND

The Sanitation Fund unaudited beginning fund balance is \$870 thousand, with an actual year-to-date unaudited fund balance of \$666,607.



- Total revenues are 51.8 % of the budget.
- Total expenditures are 56.6 % of the budget. Expenses include Garbage Collection Fees to Republic. A total of \$2.3 million has been paid to date with Republic and the landfill.

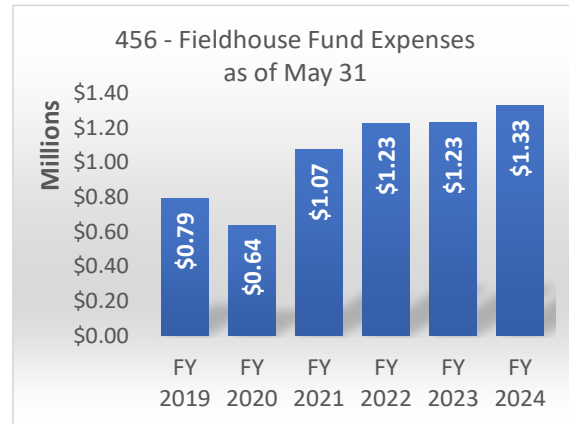
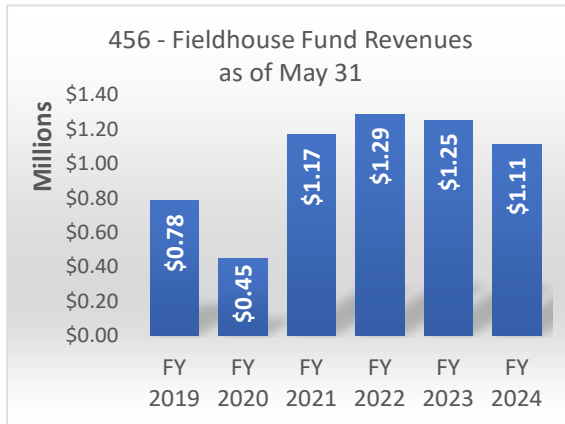


FY 2023-2024 FINANCIAL REPORT as of May 31, 2024



FIELDHOUSE FUND

The Fieldhouse Fund unaudited beginning fund balance is -\$1.7 million, with an actual year-to-date unaudited fund balance of -\$1.9 million.



- Total revenues are 53% of the budget.
 - The Fieldhouse is an Enterprise Fund and therefore operates with accrual accounting. This means revenue that is not yet earned, such as receiving a deposit for a future event, will not be reflected as revenue until after the event.
- Total expenditures are 65.8 % of the budget.
 - Annual debt payment paid in February - \$530,675. Debt to be paid in full in February 2025.



**FY 2023-2024 FINANCIAL REPORT
as of May 31, 2024**



OTHER FUND HIGHLIGHTS

- **Fund 010 – Hotel/Motel:** Total expenses year to date is 64.2%. This includes tax grants in the amount of \$454,563 paid year to date.

PROJECT HIGHLIGHTS

- Matrix Consulting – Police and Fire Operational Analysis kicked off this month. Expected delivery of final report is 10/2024.
- Energov – Reimplementation with Tyler Technologies and Berry Dunn - \$232,200 total projected cost. Expended \$38,824 to date. On track for go-live in August.
- Swan Ridge Drive, Beaver Creek, Shady Tree Place project – project concluded, and final payment made in April 2024. Total construction \$2,658,490.
- Emergency drainage repairs on Roundtop completed - \$23,871.18.



**FY 2023-2024 FINANCIAL REPORT
as of May 31, 2024**



ACCOUNT CATEGORY EXPLANATIONS

REVENUES:

1. 50 – Property Taxes: includes current year taxes, prior year taxes, and penalties and interest on delinquent taxes.
2. 51 – Sales & Other Taxes: includes Sales Tax, Hotel/Motel Occupancy Tax, and Mixed Beverage Tax.
3. 52 – Permits & Licenses: includes Building related permits, alarm permits, health inspections.
4. 53 – Fines and Fees: includes court fines, late payment penalties.
5. 54 – Intergovernmental Revenues: include revenues from grant awards, court awards, and reimbursements from other governmental agencies. For example, School Crossing Guards, Regional Emergency Management, CDBG (Community Development Block Grant) Neighborhood Service Officer.
6. 55 – Interest: includes interest earned from investments.
7. 56 – Franchise Fee Revenue: includes revenues received from gross receipts for utilities such as Gas, Electric, Cable, garbage collection. Companies such as Atmos and Oncor, submit franchise payments.
8. 57 – Charges for Service: includes memberships, rentals, water/sewer/garbage services, Fieldhouse rentals.
9. 58 – Transfers from Funds: includes funds received from other Funds.
10. 59 – Other Sources: includes all other revenues not categorized. Smaller revenue sources such as miscellaneous and reimbursements.

EXPENDITURES:

1. 60 – Salary and Benefits: includes all salary, benefit, workers compensation, and retiree medical insurance line items.
2. 72 – Supplies and Materials: includes line items for office supplies, direct materials, clothing, tools, janitorial supplies, postage, computer hardware and software.
3. 73 – Contractual and Professional Services: includes election expenses, contractual services such as the cost-sharing partnerships for the jail, animal shelter, and regional dispatch, membership dues, professional development, professional fees such as engineers for construction projects, and legal services.
4. 74 – Maintenance and Repair Services: includes maintenance/licensing agreements such as software support, building, grounds, vehicle maintenance.
5. 75 – Utilities: City facilities water, gas, and electrical.
6. 76 – Capital Outlay: includes purchase over \$5000 to become a capitalized asset such as land, building improvements, infrastructure, equipment and vehicles.
7. 77 – Debt Services: includes principal and interest payments on debt.
8. 78 – Transfers to Funds: includes transfers out to other funds, IT and Fleet replacement contributions.



**FY 2023-2024 FINANCIAL REPORT
as of May 31, 2024**



9. 79 – Other Financing Uses: includes training, hospitality, and employee appreciation expenses. In Economic Development fund 012 – grants and development incentives are budgeted in this category.

CITY OF DUNCANVILLE					
Property Tax Collections Report					
May 01 - 31, 2024					
	Report Name	Base Tax Levy	Penalty & Interest	Collection Fees	Total
Collections:					
Payments Received	AC003P	\$112,660.07	\$9,743.14	\$3,579.09	\$125,982.30
Adjustments to Collections:					
Refunds/Levy Corrections	AC003A	(\$16,581.88)	(\$47.05)	\$0.00	(\$16,628.93)
Return Check Items	AC003A	(\$1,594.84)	(\$428.10)	(\$404.59)	(\$2,427.53)
Transfers/Reversals	AC003A	(\$936.59)	(\$32.74)	\$0.37	(\$968.96)
Total Adjustments to Collections	AC003A	(\$19,113.31)	(\$507.89)	(\$404.22)	(\$20,025.42)
Maintenance & Operations	AC002A	\$87,723.70	\$8,695.86	\$3,174.87	\$99,594.43
Interest & Sinking	AC002A	\$5,823.06	\$539.39	\$0.00	\$6,362.45
Net Collections	AC002A	\$93,546.76	\$9,235.25	\$3,174.87	\$105,956.88
Transferred Refund from Escrow	AC002A	\$0.00			\$0.00
Rendition Penalty	AC006A	(\$13.35)			(\$13.35)
Collections Fee		\$0.00			\$0.00
Total Miscellaneous Items		(\$13.35)			(\$13.35)
M&O Net Payment to Entity		\$87,710.35	\$8,695.86		\$96,406.21
I&S Net Payment to Entity		\$5,823.06	\$539.39		\$6,362.45
Total Net Payment to Entity		\$93,533.41	\$9,235.25		\$102,768.66
Net Adjustment to Levy	AR006A	(\$15,810.37)			
Current Year Collection Percentage Based on Monthly Collections:				97.29%	

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

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

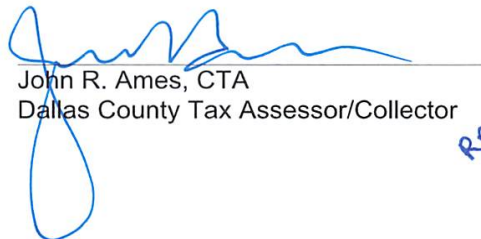
Detail reports will not be attached if no activity occurred for the month.

In accordance with the requirements of the Texas Property Tax Code, Chapter 31, Section 31.10 Paragraph (a), the attached tax collections report is respectfully submitted.

I, John R. Ames, CTA, Dallas County Tax Assessor/Collector, do hereby certify the attached collection totals, to the best of my knowledge.




Notary Public, State of Texas


John R. Ames, CTA
Dallas County Tax Assessor/Collector
RR al

Sworn and subscribed before me, this 7 day of June, 2024.

**ALL FUNDS
AS OF MAY 31, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	YTD Remaining Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue								
50 - PROPERTY TAXES	\$21,843,245	\$23,393,424	93.37%	\$1,550,180	\$21,425,874	98.91%	\$417,371	1.95%
51 - SALES & OTHER TAXES	7,027,916	14,528,864	48.37%	7,500,948	7,256,043	53.43%	(228,127)	-3.14%
52 - PERMITS & LICENSES	487,473	647,500	75.29%	160,027	450,779	78.80%	36,694	8.14%
53 - FINES & FEES	201,117	377,600	53.26%	176,483	224,465	52.93%	(23,348)	-10.40%
54 - INTERGOV REVENUES	3,588,520	1,622,638	221.15%	1,965,882	5,034,075	87.28%	(1,445,555)	-28.72%
55 - INTEREST	2,407,959	1,154,451	208.58%	(1,253,508)	1,825,482	944.38%	582,477	31.91%
56 - FRANCHISE FEE REV	1,120,241	2,080,000	53.86%	959,759	1,184,309	57.66%	(64,068)	-5.41%
57 - CHARGES FOR SERVICES	15,115,522	28,832,460	52.43%	13,716,938	14,728,610	54.74%	386,912	2.63%
58 - TRANSFER FROM FUNDS	4,989,945	9,054,530	55.11%	4,064,585	3,364,373	49.25%	1,625,572	48.32%
59 - OTHER SOURCES	2,292,155	2,426,961	94.45%	134,807	1,844,726	25.54%	447,428	24.25%
Revenue Total	\$59,074,093	\$84,118,428	70.23%	\$25,044,336	\$57,338,739	67.29%	\$1,735,354	3.03%
Expense								
60 - SALARY AND BENEFITS	\$19,127,925	\$30,039,753	63.68%	\$10,911,828	\$17,052,009	60.63%	\$2,075,916	12.17%
72 - SUPPLIES & MATERIALS	1,445,185	4,426,085	32.65%	2,980,901	1,712,262	33.28%	(267,078)	-15.60%
73 - CONTRACT & PROF SVCS	14,421,391	26,069,520	55.32%	11,648,129	13,504,579	57.21%	916,812	6.79%
74 - MAINT & REPAIR SVCS	1,007,873	2,339,509	43.08%	1,331,635	895,333	48.42%	112,541	12.57%
75 - UTILITIES	1,021,770	1,251,864	81.62%	230,094	595,393	49.40%	426,377	71.61%
76 - CAPITAL OUTLAY	9,697,008	29,297,431	33.10%	19,600,422	9,194,362	31.29%	502,646	5.47%
77 - DEBT SERVICES	1,696,016	2,020,481	83.94%	324,466	1,668,041	82.43%	27,975	1.68%
78 - TRANSFER TO FUNDS	5,952,635	10,502,920	56.68%	4,550,285	4,164,335	52.10%	1,788,300	42.94%
79 - OTHER FINANCING USES	829,004	4,167,233	19.89%	3,338,229	689,669	22.91%	139,335	20.20%
Expense Total	\$55,198,807	\$110,114,796	50.13%	\$54,915,990	\$49,475,984	48.34%	\$5,722,823	11.57%
Net Income (Loss)	\$3,875,286	(\$25,996,368)			\$7,862,755			

**001 - GENERAL FUND
AS OF MAY 31, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue									
50 - PROPERTY TAXES	\$81,924	\$20,428,346	\$21,909,710	93.24%	\$90,202	\$20,543,867	98.74%	(\$115,522)	-0.56%
51 - SALES & OTHER TAXES	982,409	4,876,139	10,251,648	47.56%	1,059,192	4,968,076	52.08%	(91,937)	-1.85%
52 - PERMITS & LICENSES	52,480	487,473	647,500	75.29%	44,756	450,779	78.80%	36,694	8.14%
53 - FINES & FEES	17,860	182,477	350,100	52.12%	19,385	203,444	52.62%	(20,967)	-10.31%
54 - INTERGOV REVENUES	78,312	137,837	347,861	39.62%	34,433	126,522	53.27%	11,315	8.94%
55 - INTEREST	233,046	1,527,509	1,135,151	134.56%	226,719	1,351,818	1996.78%	175,691	13.00%
56 - FRANCHISE FEE REV	270,434	966,745	1,755,000	55.09%	276,395	1,006,248	57.86%	(39,503)	-3.93%
57 - CHARGES FOR SERVICES	75,354	722,304	1,147,200	62.96%	23,315	206,141	18.40%	516,163	250.39%
58 - TRANSFER FROM FUNDS	232,409	1,859,270	2,795,905	66.50%	241,274	1,930,195	66.44%	(70,925)	-3.67%
59 - OTHER SOURCES	29,429	176,409	448,250	39.36%	19,976	501,830	128.35%	(325,421)	-64.85%
Revenue Total	\$2,053,657	\$31,364,508	\$40,788,325	76.90%	\$2,035,648	\$31,288,921	82.86%	\$75,587	0.24%
Expense									
60 - SALARY AND BENEFITS	\$2,001,661	\$16,761,560	\$25,979,594	64.52%	\$1,863,652	\$14,826,848	61.39%	\$1,934,711	13.05%
72 - SUPPLIES & MATERIALS	106,053	851,086	2,211,355	38.49%	265,314	845,890	41.02%	5,196	0.61%
73 - CONTRACT & PROF SVCS	503,425	3,598,643	8,476,521	42.45%	767,561	3,463,644	49.33%	134,999	3.90%
74 - MAINT & REPAIR SVCS	110,726	789,624	1,758,674	44.90%	179,333	701,501	50.66%	88,123	12.56%
75 - UTILITIES	14,457	848,958	981,857	86.46%	21,035	529,470	56.32%	319,489	60.34%
76 - CAPITAL OUTLAY	6,432	56,680	267,578	21.18%	2,868	61,510	39.25%	(4,830)	-7.85%
78 - TRANSFER TO FUNDS	70,653	744,708	1,121,418	66.41%	167,018	720,110	61.29%	24,598	3.42%
79 - OTHER FINANCING USES	6,638	135,383	469,740	28.82%	28,989	239,257	48.20%	(103,874)	-43.42%
Expense Total	\$2,820,044	\$23,786,642	\$41,266,738	57.64%	\$3,295,771	\$21,388,229	57.21%	\$2,398,413	11.21%
Net Income (Loss)	(\$766,387)	\$7,577,866	(\$478,413)		(\$1,260,123)	\$9,900,692			

	ACTUAL	FY 24 REVISED
UNAUDITED BEGINNING FUND BALANCE	\$ 21,905,999	\$ 21,905,999
ENDING FUND BALANCE	\$ 29,483,865	\$ 21,427,586
FUND BALANCE RESERVE REQUIREMENT		
% of Fund Balance to Expense Ratio		51.9%
# of Days Coverage		190
Reserve Requirement \$\$ (60 Days)		\$ 6,783,573
Reserve Requirement %		16.4%
Excess fund balance over reserve		\$ 14,644,013

**001 - GENERAL FUND
AS OF MAY 31, 2024**

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
50 - PROPERTY TAXES									
501101 - CURRENT TAXES	\$64,977	\$20,161,283	\$21,619,710	93.25%	\$78,157	\$20,231,279	98.47%	(69,996)	-0.35%
501102 - DELINQUENT TAXES	12,078	166,361	145,000	114.73%	5,596	252,782	202.23%	(86,421)	-34.19%
501103 - PENALTIES AND INTEREST	4,869	100,702	145,000	69.45%	6,450	59,806	44.30%	40,896	68.38%
50 - PROPERTY TAXES Total	\$81,924	\$20,428,346	\$21,909,710	93.24%	\$90,202	\$20,543,867	98.74%	(\$115,522)	-0.56%
51 - SALES & OTHER TAXES									
501201 - STATE SALES TAX CITY PORTION	\$648,483	\$3,211,948	\$6,768,432	47.45%	\$698,651	\$3,276,931	52.00%	(64,983)	-1.98%
501202 - SALES TAX PROPERTY TAX RELIEF	324,242	1,605,974	3,384,216	47.45%	349,326	1,638,465	52.00%	(32,492)	-1.98%
501204 - ALCOHOLIC BEVERAGE TAX	9,684	58,218	99,000	58.81%	11,215	52,680	61.98%	5,538	10.51%
51 - SALES & OTHER TAXES Total	\$982,409	\$4,876,139	\$10,251,648	47.56%	\$1,059,192	\$4,968,076	52.08%	(\$91,937)	-1.85%
52 - PERMITS & LICENSES									
502101 - BUILDING PERMITS	\$30,445	\$244,569	\$350,000	69.88%	\$25,899	\$237,135	79.05%	7,434	3.13%
502102 - ELECTRICAL PERMITS	5,975	29,811	27,000	110.41%	1,450	19,775	98.88%	10,036	50.75%
502103 - SOLICITOR LICENSES	0	150	500	30.00%	375	600	120.00%	(450)	-75.00%
502106 - SIGN PERMITS	300	12,500	18,000	69.44%	2,625	17,627	117.51%	(5,127)	-29.09%
502108 - HEALTH FOOD INSPECTION FEES	1,170	49,510	75,000	66.01%	160	31,999	45.71%	17,511	54.72%
502109 - PLUMBING AND AC PERMITS	5,525	50,572	60,000	84.29%	4,375	36,200	65.82%	14,372	39.70%
502111 - ZONING & SPEC USE PERMIT	250	8,275	12,000	68.96%	2,200	13,025	153.24%	(4,750)	-36.47%
502114 - RENTAL PROPERTY REGISTRATION	1,500	43,885	55,000	79.79%	2,350	49,630	99.26%	(5,745)	-11.58%
502120 - ALARM PERMITS	4,115	44,350	45,000	98.56%	3,922	41,388	82.78%	2,962	7.16%
502122 - POOL OR SPA INSPECTION FEE	3,200	3,850	5,000	77.00%	1,400	3,400	113.33%	450	13.24%
52 - PERMITS & LICENSES Total	\$52,480	\$487,473	\$647,500	75.29%	\$44,756	\$450,779	78.80%	\$36,694	8.14%
53 - FINES & FEES									
502112 - EMS SVCS COST SETTLEMENT	0	0	0	0.00%	0	0	0.00%	0	0.00%
503101 - MUNICIPAL COURT FINES	15,593	148,126	275,000	53.86%	15,389	161,873	53.96%	(13,747)	-8.49%
503102 - COURT RELATED FEES	2,120	30,729	60,000	51.21%	2,627	34,167	52.57%	(3,439)	-10.06%
503103 - SCHOOL CROSSING FEES	80	1,424	2,500	56.97%	309	1,809	51.69%	(385)	-21.29%
503201 - LIBRARY FINES	67	2,126	5,000	42.52%	635	4,534	151.13%	(2,408)	-53.11%
503301 - FALSE ALARM FINES	0	150	7,500	2.00%	425	990	6.60%	(840)	-84.85%
509609 - RETURN CHECK FEES	0	(78)	100	-77.85%	0	70	70.00%	(148)	-211.21%
53 - FINES & FEES Total	\$17,860	\$182,477	\$350,100	52.12%	\$19,385	\$203,444	52.62%	(\$20,967)	-10.31%

**001 - GENERAL FUND
AS OF MAY 31, 2024**

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$	YTD Variance %
54 - INTERGOV REVENUES									
504102 - DISD SCHOOL CROSSING GUARDS	\$26,299	\$40,229	\$50,310	79.96%	\$0	\$11,051	26.00%	29,179	264.04%
504103 - DALLAS CNTY CROSSING GUARD REV	0	14,226	40,000	35.56%	2,860	20,280	50.70%	(6,055)	-29.85%
504109 - REIMB FOR REG EMERG MANAGER	23,753	30,852	147,551	20.91%	7,901	24,543	24.54%	6,309	25.71%
507105 - SENIOR MEAL DONATIONS	274	1,686	0	0.00%	179	1,530	0.00%	156	10.19%
508203 - INTERGOV REIMBURSEMENT-CDBG	0	0	60,000	0.00%	0	0	0.00%	0	0.00%
508210 - INTERGOV REIMBURSEMENTS-CARE TM	27,987	50,844	50,000	101.69%	0	0	0.00%	50,844	0.00%
54 - INTERGOV REVENUES Total	\$78,312	\$137,837	\$347,861	39.62%	\$34,433	\$126,522	53.27%	\$11,315	8.94%
55 - INTEREST									
505101 - INTEREST ON GOVT POOL INVEST	\$133,887	\$736,035	\$525,320	140.11%	\$135,186	\$772,295	45429.13%	(36,260)	-4.70%
505103 - CERT OF DEPOSIT INTEREST	14,341	117,703	102,582	114.74%	12,367	71,910	199.75%	45,793	63.68%
505106 - MONEY MARKET INTEREST	84,817	673,771	507,249	132.83%	79,167	507,613	1692.04%	166,158	32.73%
55 - INTEREST Total	\$233,046	\$1,527,509	\$1,135,151	134.56%	\$226,719	\$1,351,818	1996.78%	\$166,158	13.00%
56 - FRANCHISE FEE REV							0.00%		
501301 - FRANCHISE FEE ELECTRIC	\$0	\$518,292	\$1,150,000	45.07%	\$0	\$514,489	44.74%	3,803	0.74%
501302 - FRANCHISE FEE GAS	233,322	338,224	390,000	86.72%	215,982	349,356	105.23%	(11,132)	-3.19%
501303 - FRANCHISE FEE TELEPHONE	2,368	40,391	75,000	53.85%	19,393	59,778	72.90%	(19,387)	-32.43%
501304 - FRANCHISE FEE CABLE TV	34,744	69,838	140,000	49.88%	41,021	82,625	47.21%	(12,787)	-15.48%
56 - FRANCHISE FEE REV Total	\$270,434	\$966,745	\$1,755,000	55.09%	\$276,395	\$1,006,248	57.86%	(\$39,503)	-3.93%
57 - CHARGES FOR SERVICES									
502105 - EMERGENCY MEDICAL SERVICE	\$70,560	\$520,058	\$900,000	57.78%	\$0	\$0	0.00%	520,058	0.00%
507102 - RECREATION FEES	1,216	156,156	200,000	78.08%	11,848	120,065	52.20%	36,091	30.06%
507104 - SENIOR CENTER ANNUAL USER FEE	225	3,113	2,200	141.48%	380	2,620	65.50%	493	18.80%
507107 - RECREATION CENTER CLASSES	1,903	15,074	16,000	94.21%	2,623	16,995	117.21%	(1,921)	-11.31%
507108 - SPECIAL EVENTS	189	12,614	16,000	78.84%	5,432	44,341	369.51%	(31,727)	-71.55%
507109 - SENIOR CLASS/TRIPS	615	3,495	3,000	116.50%	530	3,851	213.94%	(356)	-9.24%
509603 - LIBRARY SERVICE FEES	646	11,144	10,000	111.44%	2,503	16,500	206.25%	(5,355)	-32.46%
509622 - MOWING LIEN REIMBURSEMENTS	0	0	0	0.00%	0	1,768	0.00%	(1,768)	-100.00%
57 - CHARGES FOR SERVICES Total	\$75,354	\$722,304	\$1,147,200	62.96%	\$23,315	\$206,141	18.40%	\$516,163	250.39%

**001 - GENERAL FUND
AS OF MAY 31, 2024**

UNAUDITED REVENUES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$	YTD Variance %
58 - TRANSFER FROM FUNDS									
598002 - PILOT FEE TZ-CITY WWW UTILITY	\$128,507	\$1,028,055	\$1,542,082	66.67%	\$143,720	\$1,094,823	63.48%	(66,768)	-6.10%
599002 - TRANS FROM UTILITY FUND-002	88,783	710,262	1,065,393	66.67%	88,783	765,199	71.82%	(54,937)	-7.18%
599010 - TRANS FROM HOTEL FUND-010	2,968	23,744	35,616	66.67%	2,606	20,845	66.67%	2,899	13.91%
599012 - TRANS FROM EDC FUND-012	12,151	97,209	145,814	66.67%	6,166	49,328	66.67%	47,881	97.07%
599230 - TRANS FROM JUVENILE FUND-230	0	0	7,000	0.00%	0	0	0.00%	0	0.00%
58 - TRANSFER FROM FUNDS Total	\$232,409	\$1,859,270	\$2,795,905	66.50%	\$241,274	\$1,930,195	66.44%	(\$70,925)	-3.67%
59 - OTHER SOURCES									
509101 - SALE OF FIXED ASSETS	\$0	\$0	\$0	0.00%	\$0	\$34,248	0.00%	(34,248)	-100.00%
509105 - SALE OF MATERIALS	0	426	3,750	11.36%	0	666	26.64%	(1,092)	-36.04%
509601 - MISCELLANEOUS REVENUE	5,680	41,968	100,000	41.97%	3,506	200,072	200.07%	(242,040)	-79.02%
509602 - CASH OVER AND SHORT	10	663	0	0.00%	100	614	0.00%	(1,277)	8.03%
509604 - POLICE ACCIDENT REPORTS	178	3,262	3,500	93.19%	406	2,267	64.77%	(5,529)	43.88%
509612 - CITY SERVICES REIMBURSEMENT	1,694	4,453	58,000	7.68%	1,589	8,192	14.12%	(12,645)	-45.64%
509613 - WORKERS COMP REIMBURSEMENT	0	9,468	45,000	21.04%	0	14,255	71.28%	(23,723)	-33.58%
509614 - RENTAL OF TOWER	13,523	94,333	225,000	41.93%	13,620	94,453	48.69%	(188,787)	-0.13%
509618 - GAS WELL OIL REVENUE	708	7,179	13,000	55.23%	756	8,630	107.87%	(15,809)	-16.80%
509623 - CLAIM REIMBURSEMENTS	0	0	0	0.00%	0	1,305	0.00%	(1,305)	-100.00%
59 - OTHER SOURCES Total	\$29,429	\$176,409	\$448,250	39.36%	\$19,976	\$501,830	128.35%	(\$678,240)	-64.85%
Grand Total	\$2,053,657	\$31,364,508	\$40,788,325	76.90%	\$2,035,648	\$31,288,921	82.86%	\$75,587	0.24%

**001 - GENERAL FUND
AS OF MAY 31, 2024**

UNAUDITED EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
0101 - GENERAL GOV. SERVICES DEPT.									
01011000 - MAYOR AND COUNCIL	\$4,729	\$46,895	\$108,582	43.19%	\$5,474	\$77,578	54.32%	(30,683)	-39.55%
01011020 - MAYOR	0	1,334	8,500	15.70%	628	11,681	137.43%	(10,347)	-88.58%
01011021 - DISTRICT 1	0	327	7,000	4.66%	0	1,111	15.87%	(784)	-70.61%
01011022 - DISTRICT 2	0	42	7,000	0.61%	0	1,328	18.97%	(1,286)	-96.81%
01011023 - DISTRICT 3	0	0	7,000	0.00%	0	2,527	36.11%	(2,527)	-100.00%
01011024 - DISTRICT 4	0	4,737	7,000	67.68%	0	5,540	79.15%	(803)	-14.49%
01011025 - DISTRICT 5	0	157	7,000	2.24%	0	1,349	19.27%	(1,192)	-88.36%
01011026 - DISTRICT AT LARGE	0	3,165	7,000	45.21%	0	1,613	23.05%	1,551	96.16%
01011100 - CITY ADMINISTRATION	64,915	457,511	774,007	59.11%	60,923	720,981	82.12%	(263,470)	-36.54%
01011200 - CITY SECRETARY	15,821	202,243	354,408	57.06%	13,955	205,611	53.72%	(3,368)	-1.64%
01011300 - HUMAN RESOURCES	33,725	348,414	537,086	64.87%	37,967	325,758	67.40%	22,656	6.95%
01011400 - INFO TECHNOLOGY	48,541	842,697	1,563,915	53.88%	137,067	690,751	61.52%	151,946	22.00%
01011500 - PUBLIC INFORMATION OFFICE	84,982	346,210	497,264	69.62%	31,204	162,398	61.20%	183,812	113.19%
01011600 - PUBLIC LIBRARY	79,722	655,843	1,123,899	58.35%	80,366	659,288	62.38%	(3,445)	-0.52%
01011700 - CITY MARSHAL	8,242	70,577	120,107	58.76%	10,332	60,248	60.28%	10,330	17.15%
0101 - GENERAL GOV. SERVICES DEPT. Total	\$340,677	\$2,980,151	\$5,129,768	58.10%	\$377,916	\$2,927,762	65.32%	\$52,389	1.79%
0102 - FISCAL SERVICES DEPT.									
01022000 - ACCOUNTING & REPORTING	\$79,346	\$639,283	\$1,124,471	56.85%	\$72,594	\$571,752	73.09%	67,531	11.81%
01022300 - MUNICIPAL COURT	42,961	322,863	537,945	60.02%	36,468	294,147	59.51%	28,716	9.76%
01022500 - PROCUREMENT OFFICE	18,401	146,552	243,330	60.23%	15,770	133,019	59.90%	13,533	10.17%
0102 - FISCAL SERVICES DEPT. Total	\$140,709	\$1,108,698	\$1,905,746	58.18%	\$124,832	\$998,917	66.66%	\$109,780	10.99%
0103 - NEIGHBORHOOD & PLANNING DEPT.									
01036100 - BUILDING INSPECTION	\$48,303	\$371,118	\$641,013	57.90%	\$35,620	\$258,106	51.22%	113,012	43.79%
01036401 - PLANNING SERVICES	10,689	111,468	214,455	51.98%	0	0	0.00%	111,468	0.00%
01036500 - NEIGHBORHOOD SERVICES	31,733	302,864	525,029	57.69%	40,227	332,968	60.04%	(30,104)	-9.04%
01036580 - CDBG PROGRAM-NEIGHBORHOOD	6,611	53,516	84,388	63.42%	5,841	23,762	30.89%	29,755	125.22%
0103 - NEIGHBORHOOD & PLANNING DEPT. Total	\$97,336	\$838,966	\$1,464,885	57.27%	\$81,688	\$614,835	54.15%	\$224,131	36.45%
0104 - PARK AND RECREATION DEPT.									
01044000 - PARK & REC ADMINISTRATION	\$23,056	\$181,523	\$290,023	62.59%	\$21,522	\$172,347	63.75%	9,176	5.32%
01044100 - REC PROGRAM ADMIN	31,073	266,814	450,212	59.26%	29,171	263,662	57.79%	3,152	1.20%
01044200 - SPECIAL EVENTS ADMIN	16,024	148,057	331,833	44.62%	58,353	139,645	53.54%	8,412	6.02%
01044300 - ATHLETIC PROGRAMMING	23,980	313,784	453,123	69.25%	24,407	316,426	75.44%	(2,642)	-0.83%
01044500 - HORTICULTURE	14,923	121,038	193,996	62.39%	10,018	72,525	39.91%	48,514	66.89%
01044600 - PARK GROUNDS MAINTENANCE	133,820	916,174	1,744,209	52.53%	107,783	548,017	37.01%	368,156	67.18%
01044900 - SENIOR CENTER	19,432	176,432	276,425	63.83%	18,084	137,815	62.10%	38,617	28.02%
0104 - PARK AND RECREATION DEPT. Total	\$262,309	\$2,123,823	\$3,739,820	56.79%	\$269,338	\$1,650,437	50.15%	\$473,386	28.68%

**001 - GENERAL FUND
AS OF MAY 31, 2024**

UNAUDITED EXPENSES	CURRENT YEAR - FY 2024				PRIOR YEAR - FY 2023			COMPARISON	
	CY Month Actual	YTD Actual	Revised Budget	% of Revised Budget	PY Month Actual	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
0105 - POLICE SERVICES DEPT.									
01055000 - POLICE ADMINISTRATION	\$185,750	\$1,603,247	\$2,595,192	61.78%	\$74,523	\$1,172,905	51.80%	430,342	36.69%
01055100 - PATROL	469,641	3,628,816	5,693,004	63.74%	457,168	3,178,440	62.09%	450,376	14.17%
01055200 - CRIMINAL INVESTIGATION	127,675	926,367	1,557,073	59.49%	112,489	984,099	62.32%	(57,732)	-5.87%
01055300 - ANIMAL CONTROL	45,375	272,786	577,993	47.20%	44,948	327,108	60.63%	(54,321)	-16.61%
01055400 - SCHOOL GUARDS	11,688	75,484	100,620	75.02%	10,901	78,307	88.75%	(2,822)	-3.60%
01055500 - CRIME PREVENTION	12,762	105,001	168,083	62.47%	11,813	97,880	63.29%	7,121	7.28%
01055600 - SWAT ORG	2,821	64,630	146,049	44.25%	11,742	54,463	52.25%	10,167	18.67%
01055700 - RECORDS	27,558	235,408	378,642	62.17%	28,767	219,547	61.58%	15,861	7.22%
01055900 - POLICE SPECIAL SERVICES	22,464	229,567	412,383	55.67%	68,414	243,500	59.39%	(13,933)	-5.72%
0105 - POLICE SERVICES DEPT. Total	\$905,735	\$7,141,307	\$11,629,039	61.41%	\$820,764	\$6,356,248	59.88%	\$785,059	12.35%
0106 - PUBLIC WORKS DEPT.									
01066000 - PUBLIC WORKS ENGINEERING/ADMIN	\$25,376	\$304,650	\$581,263	52.41%	\$37,540	\$297,696	47.94%	6,954	2.34%
01066200 - STREET MAINTENANCE	76,916	1,071,421	3,386,237	31.64%	449,888	1,283,967	36.30%	(212,546)	-16.55%
01066300 - TRAFFIC OPERATIONS	33,235	318,834	1,110,552	28.71%	105,850	509,271	47.36%	(190,437)	-37.39%
01066700 - EQUIPMENT SERVICES	100,375	686,906	1,340,941	51.23%	181,075	897,423	71.82%	(210,516)	-23.46%
01066800 - BUILDING MAINTENANCE	89,189	697,219	1,047,330	66.57%	74,871	452,989	50.23%	244,230	53.92%
0106 - PUBLIC WORKS DEPT. Total	\$325,090	\$3,079,030	\$7,466,322	41.24%	\$849,225	\$3,441,345	46.60%	(\$362,315)	-10.53%
0107 - FIRE SERVICES DEPT.									
01077000 - FIRE ADMINISTRATION	\$66,451	\$444,492	\$685,422	64.85%	\$43,162	\$403,591	56.40%	40,901	10.13%
01077100 - FIRE PREVENTION	28,976	232,707	355,291	65.50%	28,057	187,939	61.53%	44,768	23.82%
01077200 - FIRE SUPPRESSION	407,168	3,770,942	5,188,258	72.68%	430,573	3,116,105	68.16%	654,837	21.01%
01077300 - ADVANCED LIFE SUPPORT	139,101	1,068,542	1,796,383	59.48%	119,867	1,037,883	57.63%	30,659	2.95%
01077500 - EMERGENCY MANAGEMENT ADMIN	13,779	110,087	197,229	55.82%	11,394	85,535	61.38%	24,552	28.70%
0107 - FIRE SERVICES DEPT. Total	\$655,476	\$5,626,768	\$8,222,583	68.43%	\$633,053	\$4,831,052	64.13%	\$795,716	16.47%
0108 - NON-DEPARTMENTAL									
01088000 - GENERAL NON DEPARTMENTAL	\$92,596	\$887,868	\$1,558,783	56.96%	\$126,655	\$460,924	36.41%	426,944	92.63%
0108 - NON-DEPARTMENTAL Total	\$92,596	\$887,868	\$1,558,783	56.96%	\$126,655	\$460,924	36.41%	\$426,944	92.63%
0109 - USE OF FUND BALANCE									
01099000 - USE OF FUND BALANCE	\$0	\$0	\$149,791	0.00%	\$0	\$0	0.00%	0	0.00%
0109 - USE OF FUND BALANCE Total	\$0	\$0	\$149,791	0.00%	\$0	\$0	0.00%	\$0	0.00%
Grand Total	\$2,819,928	\$23,786,611	\$41,266,738	57.64%	\$3,283,470	\$21,281,521	57.20%	\$2,505,090	11.77%

**002 - WATER/SEWER UTILITY FUND
AS OF MAY 31, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$	YTD Variance %
Revenue							
53 - FINES & FEES	\$4,235	\$4,000	105.88%	\$3,850	96.24%	\$385	10.01%
54 - INTERGOV REVENUES	(0)	600	0.00%	0	0.00%	0	0.00%
55 - INTEREST	232,552	17,100	1359.95%	99,721	583.16%	132,831	133.20%
57 - CHARGES FOR SERVICES	11,339,296	21,061,642	53.84%	10,775,325	56.32%	563,971	5.23%
59 - OTHER SOURCES	859,678	70,777	1214.63%	162,597	229.73%	697,081	428.72%
Revenue Total	\$12,435,761	\$21,154,119	58.79%	\$11,041,492	57.43%	\$1,394,269	12.63%
Expense							
60 - SALARY AND BENEFITS	\$1,379,625	\$2,326,735	59.29%	\$1,230,623	54.57%	\$149,001	12.11%
72 - SUPPLIES & MATERIALS	154,137	665,528	23.16%	239,503	34.86%	(85,366)	-35.64%
73 - CONTRACT & PROF SVCS	7,126,251	10,206,222	69.82%	6,665,350	67.45%	460,901	6.91%
74 - MAINT & REPAIR SVCS	166,292	391,900	42.43%	154,400	46.28%	11,892	7.70%
75 - UTILITIES	89,692	124,220	72.20%	21,466	17.51%	68,226	317.83%
76 - CAPITAL OUTLAY	0	0	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	4,435,332	8,422,998	52.66%	2,637,867	43.97%	1,797,465	68.14%
79 - OTHER FINANCING USES	3,484	14,450	24.11%	8,940	47.18%	(5,456)	-61.03%
Expense Total	\$13,354,814	\$22,152,053	60.29%	\$10,958,151	56.75%	\$2,396,663	21.87%
Net Income (Loss)	(\$919,053)	(\$997,934)		\$83,341			

	ACTUAL	FY 24 REVISED
UNAUDITED BEGINNING FUND BALANCE	\$ 12,846,990	\$ 12,846,990
ENDING FUND BALANCE	\$ 11,927,937	\$ 11,849,056
FUND BALANCE RESERVE REQUIREMENT		
% of Fund Balance to Expense Ratio		53.5%
# of Days Coverage		195
Reserve Requirement \$ (60 Days)	\$	3,641,433
Reserve Requirement %		16.4%
Excess Reserves	\$	8,207,622

**UTILITY CIP FUNDS
AS OF MAY 31, 2024**

017 - UTILITY CAPITAL PROJECTS	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$2,500,000	\$5,149,340	48.55%	\$0	0.00%	\$2,500,000	0.00%
Expense	\$2,443,642	\$7,817,577	31.26%	\$2,899,549	46.99%	(\$455,907)	-15.72%
Net Income (Loss)	\$56,358	\$2,668,237		(\$2,899,549)			

UNAUDITED BEGINNING FUND BALANCE \$ 2,804,843

ENDING FUND BALANCE \$ 2,861,202

018 - UTILITY METER REPLACEMENT	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$500,000	0.00%	\$666,667	66.67%	(\$666,667)	-100.00%
Expense	\$0	\$0	0.00%	\$0	0.00%	\$0	0.00%
Net Income (Loss)	\$0	\$500,000		\$666,667			

UNAUDITED BEGINNING FUND BALANCE \$ 1,000,000

ENDING FUND BALANCE \$ 1,000,000

**010 - HOTEL TAX FUND
AS OF MAY 31, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	\$545,803	\$893,000	61.12%	\$649,502	72.90%	(103,698)	15.97%
55 - INTEREST	0	500	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	\$545,803	\$893,500	61.09%	\$649,502	72.85%	(\$103,698)	15.97%
Expense							
60 - SALARY AND BENEFITS	\$60,072	\$93,654	64.14%	\$30,774	36.60%	29,298	95.20%
72 - SUPPLIES & MATERIALS	0	5,150	0.00%	909	15.00%	(909)	-100.00%
73 - CONTRACT & PROF SVCS	454,563	700,264	64.91%	226,560	32.23%	228,003	-100.64%
76 - CAPITAL OUTLAY	\$0	\$0	0.00%	\$0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	23,744	35,616	66.67%	20,845	66.67%	2,899	13.91%
79 - OTHER FINANCING USES	0	3,795	0.00%	0	0.00%	0	0.00%
Expense Total	\$538,379	\$838,479	64.21%	\$279,089	33.70%	\$259,290	92.91%
Net Income (Loss)	\$7,425	\$55,021		(\$370,413)			

UNAUDITED BEGINNING FUND BALANCE	\$	3,962,302
ENDING FUND BALANCE	\$	3,423,923

012 - ECONOMIC DEVELOPMENT
AS OF MAY 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$	YTD Variance %
Revenue							
51 - SALES & OTHER TAXES	\$1,605,974	\$3,384,216	47.45%	\$1,638,465	52.00%	(32,492)	100.00%
55 - INTEREST	55,357	0	0.00%	24,886	0.00%	30,471	122.44%
58 - TRANSFER FROM FUNDS	0	0	0.00%	0	0.00%	0	0.00%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	\$1,661,330	\$3,384,216	49.09%	\$1,663,351	52.79%	(\$2,021)	-0.12%
Expense							
60 - SALARY AND BENEFITS	\$292,868	\$562,735	52.04%	\$272,740	60.00%	(20,128)	7.38%
72 - SUPPLIES & MATERIALS	44,290	81,609	54.27%	53,819	73.00%	9,529	-17.71%
73 - CONTRACT & PROF SVCS	147,099	550,201	26.74%	23,433	7.79%	(123,666)	527.74%
74 - MAINT & REPAIR SVCS	29,572	85,600	34.55%	11,020	16.30%	(18,552)	168.34%
75 - UTILITIES	8,149	23,200	35.13%	4,247	20.13%	(3,902)	91.86%
76 - CAPITAL OUTLAY	0	100,000	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	634,447	694,283	91.38%	570,575	93.11%	(63,872)	11.19%
79 - OTHER FINANCING USES	462,717	2,388,770	19.37%	185,484	8.23%	(277,232)	149.46%
Expense Total	\$1,619,142	\$4,486,398	36.09%	\$1,121,320	29.62%	(\$497,822)	44.40%
Net Income (Loss)	\$42,189	(\$1,102,182)		\$542,032			

UNAUDITED BEGINNING FUND BALANCE	\$	7,111,533
ENDING FUND BALANCE	\$	7,153,722

**015 - DRAINAGE FUND
AS OF MAY 31, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue							
55 - INTEREST	\$0	\$200	0.00%	\$0	0.00%	0	0.00%
57 - CHARGES FOR SERVICES	263,647	780,000	33.80%	542,347	69.53%	(278,700)	-51.39%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	\$263,647	\$780,200	33.79%	\$542,347	69.51%	(\$278,700)	-51.39%
Expense							
60 - SALARY AND BENEFITS	\$1,726	\$116,942	1.48%	\$2,099	1.57%	(374)	-17.79%
72 - SUPPLIES & MATERIALS	5,855	20,415	28.68%	6,229	31.93%	(374)	-6.01%
73 - CONTRACT & PROF SVCS	47,825	418,653	11.42%	55,803	40.24%	(7,978)	-14.30%
74 - MAINT & REPAIR SVCS	0	8,000	0.00%	2,879	35.99%	(2,879)	-100.00%
75 - UTILITIES	141	168	83.92%	46	27.17%	95	208.90%
76 - CAPITAL OUTLAY	216,871	1,918,985	11.30%	0	0.00%	216,871	0.00%
78 - TRANSFER TO FUNDS	0	0	0.00%	0	0.00%	0	0.00%
79 - OTHER FINANCING USES	624	6,760	9.23%	0	0.00%	624	0.00%
Expense Total	\$273,041	\$2,489,923	10.97%	\$67,056	3.87%	\$205,985	307.18%
Net Income (Loss)	(\$9,395)	(\$1,709,723)		\$475,291			

UNAUDITED BEGINNING FUND BALANCE \$ 2,013,180

ENDING FUND BALANCE \$ 2,003,785

019 - SANITATION FUND
AS OF MAY 31, 2024

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue							
55 - INTEREST	\$0	\$500	0.00%	\$0	0.00%	0	0.00%
56 - FRANCHISE FEE REV	132,508	230,000	57.61%	153,772	69.90%	(21,264)	-13.83%
57 - CHARGES FOR SERVICES	2,297,188	4,456,118	51.55%	2,566,198	56.95%	(269,010)	-10.48%
59 - OTHER SOURCES	0	0	0.00%	0	0.00%	0	0.00%
Revenue Total	\$2,429,696	\$4,686,618	51.84%	\$2,719,971	57.55%	(\$290,274)	-10.67%
Expense					0.00%		0.00%
60 - SALARY AND BENEFITS	\$205,336	\$312,081	65.80%	\$184,957	65.15%	20,379	11.02%
72 - SUPPLIES & MATERIALS	9,549	17,573	54.34%	9,318	58.08%	231	2.48%
73 - CONTRACT & PROF SVCS	2,305,581	4,091,957	56.34%	2,232,191	52.76%	73,390	3.29%
74 - MAINT & REPAIR SVCS	0	10,000	0.00%	4,737	78.96%	(4,737)	-100.00%
75 - UTILITIES	243	356	68.35%	209	58.65%	35	16.55%
76 - CAPITAL OUTLAY	0	0	0.00%	0	0.00%	0	0.00%
78 - TRANSFER TO FUNDS	111,803	217,705	51.36%	7,082	4.41%	104,721	1478.70%
79 - OTHER FINANCING USES	749	1,200	62.39%	1,182	81.49%	(433)	-36.64%
Expense Total	\$2,633,261	\$4,650,872	56.62%	\$2,439,675	51.92%	\$193,586	7.93%
Net Income (Loss)	(\$203,565)	\$35,746		\$280,295			

	ACTUAL	FY 24 REVISED
UNAUDITED BEGINNING FUND BALANCE	\$ 870,172	\$ 870,172
ENDING FUND BALANCE	\$ 666,607	\$ 905,917
FUND BALANCE RESERVE REQUIREMENT		
% of Fund Balance to Expense Ratio		19.5%
# of Days Coverage		71
Reserve Requirement \$\$ (60 Days)		\$ 764,527
Reserve Requirement %		16.4%
Excess Reserves		\$ 141,390

**456 - FIELDHOUSE
AS OF MAY 31, 2024**

UNAUDITED REVENUES AND EXPENSES	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue							
53 - FINES & FEES	\$0	\$0	0.00%	\$600	0.00%	(600)	-100.00%
57 - CHARGES FOR SERVICES	493,088	1,387,500	35.54%	638,600	46.77%	(145,512)	-22.79%
58 - TRANSFER FROM FUNDS	530,675	538,625	98.52%	518,100	97.06%	12,575	2.43%
59 - OTHER SOURCES	90,355	170,500	52.99%	96,003	72.32%	(5,648)	-5.88%
Revenue Total	\$1,114,118	\$2,096,625	53.14%	\$1,253,303	61.68%	(\$139,185)	-11.11%
Expense							
60 - SALARY AND BENEFITS	\$372,739	\$573,012	65.05%	\$336,605	59.92%	36,135	10.74%
72 - SUPPLIES & MATERIALS	124,758	285,354	43.72%	144,853	53.72%	(20,095)	-13.87%
73 - CONTRACT & PROF SVCS	194,890	452,774	43.04%	166,664	40.02%	28,226	16.94%
74 - MAINT & REPAIR SVCS	22,385	44,754	50.02%	20,795	42.52%	1,590	7.65%
75 - UTILITIES	73,938	118,564	62.36%	39,723	33.85%	34,215	86.14%
76 - CAPITAL OUTLAY	0	0	0.00%	0	0.00%	0	0.00%
77 - DEBT SERVICES	536,950	539,125	99.60%	518,600	96.22%	18,350	3.54%
78 - TRANSFER TO FUNDS	2,600	3,900	66.67%	1,950	50.00%	650	33.33%
79 - OTHER FINANCING USES	312	2,450	12.74%	277	11.08%	35	12.66%
Expense Total	\$1,328,573	\$2,019,933	65.77%	\$1,229,467	62.74%	\$35	8.06%
Net Income (Loss)	(\$214,455)	\$76,692		\$23,836			

UNAUDITED BEGINNING FUND BALANCE \$ (1,755,431)

ENDING FUND BALANCE \$ (1,969,886)

**SPECIAL REVENUE FUNDS
AS OF MAY 31, 2024**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
008 - COMPREHENSIVE SELF INSURANCE	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$373,026	\$560,525	66.55%	\$312,033	66.66%	\$60,993	19.55%
Expense	\$509,322	\$585,000	87.06%	\$557,298	78.36%	(\$47,976)	-8.61%
Net Income (Loss)	(\$136,296)	(\$24,475)		(\$245,265)			

UNAUDITED BEGINNING
FUND BALANCE \$ 584,909
ENDING FUND BALANCE \$ 448,613

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
013 - GRANTS AND DONATIONS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$277,703	\$431,650	64.34%	\$76,702	38.35%	\$201,001	262.05%
Expense	\$217,373	\$511,079	42.53%	\$12,928	5.87%	\$204,445	1581.44%
Net Income (Loss)	\$60,330	(\$79,429)		\$63,775			

UNAUDITED BEGINNING
FUND BALANCE \$ 213,178
ENDING FUND BALANCE \$ 273,508

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
033 - TAX INCREMENT FINANCING FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$139,137	\$96,958	143.50%	\$97,937	101.01%	\$41,200	0.00%
Expense	\$0	\$82,250	0.00%	\$0	0.00%	\$0	0.00%
Net Income (Loss)	\$139,137	\$14,708		\$97,937			

UNAUDITED BEGINNING
FUND BALANCE \$ 509,934
ENDING FUND BALANCE \$ 649,071

**SPECIAL REVENUE FUNDS
AS OF MAY 31, 2024**

041 - ONE TIME PROJECTS	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$0	0.00%	\$0	0.00%	\$0	0.00%
Expense	\$531,263	\$1,001,826	53.03%	\$666,185	34.86%	(\$134,923)	-20.25%
Net Income (Loss)	\$531,263	\$1,001,826		\$666,185			

UNAUDITED BEGINNING FUND BALANCE \$ 1,539,726

ENDING FUND BALANCE \$ 1,008,463

050 - ASSET FORFEITURE	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$3,364,236	\$36,800	9141.95%	\$172,009	467.42%	\$3,192,227	1855.84%
Expense	\$224,715	\$1,195,036	18.80%	\$289,656	190.23%	(\$64,942)	-22.42%
Net Income (Loss)	\$3,139,522	(\$1,158,236)		(\$117,647)			

UNAUDITED BEGINNING FUND BALANCE \$ 862,566

ENDING FUND BALANCE \$ 4,002,088

215 - PEG FUND	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$20,988	\$95,000	22.09%	\$24,289	25.54%	(\$3,301)	-13.59%
Expense	\$0	\$20,000	0.00%	\$142,247	177.81%	(\$142,247)	-100.00%
Net Income (Loss)	\$20,988	\$75,000		(\$117,958)			

UNAUDITED BEGINNING FUND BALANCE \$ 45,403

ENDING FUND BALANCE \$ 66,391

**SPECIAL REVENUE FUNDS
AS OF MAY 31, 2024**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
225 - COURT SECURITY FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$4,870	\$8,000	60.87%	\$5,552	55.52%	(\$682)	-12.29%
Expense	\$616	\$1,196	51.52%	\$220	0.00%	\$396	180.25%
Net Income (Loss)	\$4,254	\$6,804		\$5,332			
UNAUDITED BEGINNING FUND BALANCE	\$	63,723					
ENDING FUND BALANCE	\$	67,977					

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
230 - JUVENILE CASE MGR	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$5,368	\$8,000	67.10%	\$6,131	50.26%	(\$763)	-12.45%
Expense	\$0	\$8,000	0.00%	\$842	7.60%	(\$842)	-100.00%
Net Income (Loss)	\$5,368	(\$0)		\$5,289			
UNAUDITED BEGINNING FUND BALANCE	\$	(332)					
ENDING FUND BALANCE	\$	5,036					

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
235 - COURT TECHNOLOGY	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$4,168	\$7,500	55.57%	\$4,788	38.31%	(\$621)	-12.96%
Expense	\$0	\$250	0.00%	\$0	0.00%	\$0	0.00%
Net Income (Loss)	\$4,168	\$7,250		\$4,788			
UNAUDITED BEGINNING FUND BALANCE	\$	49,136					
ENDING FUND BALANCE	\$	53,304					

**SPECIAL REVENUE FUNDS
AS OF MAY 31, 2024**

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
758 - AMERICAN RESCUE PLAN	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$114,610	\$0	0.00%	\$4,907,010	97.06%	(\$4,792,401)	-97.66%
Expense	\$1,385,286	\$3,791,825	36.53%	\$2,855,554	71.98%	(\$1,470,269)	-51.49%
Net Income (Loss)	(\$1,270,676)	(\$3,791,825)		\$2,051,456			
UNAUDITED BEGINNING FUND BALANCE	\$ 3,232,357						
ENDING FUND BALANCE	\$ 1,961,681						

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF MAY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
005 - DEBT SERVICE FUND	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$1,427,988	\$1,484,215	96.21%	\$882,007	102.88%	\$545,981	61.90%
Expense	\$1,159,066	\$1,481,356	78.24%	\$1,149,441	77.42%	\$9,625	-0.84%
Net Income (Loss)	\$268,922	\$2,858		(\$267,434)			

UNAUDITED BEGINNING FUND BALANCE \$ 678,480

ENDING FUND BALANCE \$ 947,403

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
020 - STREET CIP	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$190,000	0.00%	\$0	0.00%	\$0	0.00%
Expense	\$670,676	\$1,364,685	49.15%	\$108,246	17.26%	\$562,430	519.58%
Net Income (Loss)	\$670,676	(\$1,174,685)		(\$108,246)			

UNAUDITED BEGINNING FUND BALANCE \$ 1,007,240

ENDING FUND BALANCE \$ 336,564

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
024 - PARK CAPITAL IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$750,000	0.00%	\$0	0.00%	\$0	0.00%
Expense	\$2,501,449	\$6,084,053	46.90%	\$129,479	2.49%	\$2,371,970	1831.93%
Net Income (Loss)	\$2,501,449	(\$5,334,053)		\$129,479			

UNAUDITED BEGINNING FUND BALANCE \$ 5,334,053

ENDING FUND BALANCE \$ 2,832,604

DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF MAY 31, 2024

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
025 - ALLEY IMPROVEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$100,000	\$200,000	50.00%	\$0	0.00%	\$0	0.00%
Expense	\$333,079	\$405,294	82.18%	\$0	0.00%	\$333,079	0.00%
Net Income (Loss)	\$233,079	(\$205,294)		\$0			

UNAUDITED BEGINNING FUND BALANCE \$ 432,631

ENDING FUND BALANCE \$ 199,552

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
026 - CAPITAL IMPROVEMENT PROJECTS	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$464,842	\$0	0.00%	\$252,512	252.51%	\$0	0.00%
Expense	\$205,269	\$4,090,069	5.02%	\$2,899,750	30.13%	(\$2,694,481)	-92.92%
Net Income (Loss)	\$259,573	(\$4,090,069)		\$2,647,238			

UNAUDITED BEGINNING FUND BALANCE \$ 7,492,481

ENDING FUND BALANCE \$ 7,752,055

	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
401 - FURNITURE REPLACEMENT	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$0	\$40,000	0.00%	\$0	0.00%	\$0	0.00%
Expense	\$0	\$69,000	0.00%	\$0	0.00%	\$0	0.00%
Net Income (Loss)	\$0	(\$29,000)		\$0			

UNAUDITED BEGINNING FUND BALANCE \$ 57,571

ENDING FUND BALANCE \$ 57,571

**DEBT SERVICE AND CAPITAL PROJECT/REPLACEMENT FUNDS
AS OF MAY 31, 2024**

410 - IT REPLACEMENT	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$104,400	\$154,929	67.39%	\$76,247	50.00%	\$0	0.00%
Expense	\$44,998	\$352,700	12.76%	\$62,688	43.78%	(\$17,690)	-28.22%
Net Income (Loss)	\$59,401	(\$197,771)		\$13,558			

UNAUDITED BEGINNING
FUND BALANCE \$ 209,339

ENDING FUND BALANCE \$ 268,740

415 - FLEET REPLACEMENT	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$688,287	\$1,022,480	67.32%	\$694,793	69.14%	\$0	0.00%
Expense	\$1,405,883	\$3,273,884	42.94%	\$113,579	12.43%	\$1,292,305	100.00%
Net Income (Loss)	(\$717,597)	(\$2,251,404)		\$581,214			

UNAUDITED BEGINNING
FUND BALANCE \$ 2,858,187

ENDING FUND BALANCE \$ 2,140,590

420 - SWAT REPLACEMENT	CURRENT YEAR - FY 2024			PRIOR YEAR - FY 2023		COMPARISON	
	YTD Actual	Revised Budget	% of Revised Budget	PY-YTD Actual	% of Revised Budget	Variance PY-YTD \$\$	YTD Variance %
Revenue	\$37,500	\$75,000	50.00%	\$0	0.00%	\$0	0.00%
Expense	\$29,813	\$75,322	39.58%	\$0	0.00%	\$29,813	0.00%
Net Income (Loss)	\$7,687	(\$322)		\$0			

UNAUDITED BEGINNING
FUND BALANCE \$ -

ENDING FUND BALANCE \$ 7,687

CAPITAL BOND PROJECTS - CONSOLIDATED AS OF MAY 31, 2024

Project Information		Revenue Sources							Project Budget				Actuals				Status
DESCRIPTION		Bond Allocation	Utility CIP (017)	One-Time Project (041)	ARPA (758)	General Fund (001)	Grant / Cost Share	Total Revenue Sources	Design	Construction	Other Amounts	Total Project Budget	PYs Actual	FY2024 YTD	Project to Date Actuals	Total Remaining Balance	
1	Fire Station 1	\$6,000,000	\$0	\$1,034,426	\$3,878,448	\$52,000	\$0	\$10,964,874	\$722,630	\$7,857,835	\$2,397,534	\$10,977,999	\$7,595,089	\$2,055,235	\$9,650,323	\$1,314,551	Substantially complete - March
2	Service Center Renovation	\$2,400,000						\$2,400,000	\$208,000		\$9,200	\$217,200	\$202,800		\$202,800	\$2,197,200	Design Complete. Project on hold. Revisit after Facility Assessment.
3	Danieldale Road Reconstruction	\$3,100,000	\$4,679,887				\$167,420	\$7,947,307	\$493,460	\$7,154,319	\$66,000	\$7,713,779	\$7,299,358	\$185,346	\$7,484,705	\$462,602	Substantially complete - landscaping remaining
4	Cedar Ridge Road Reconstruction	\$2,000,000	\$3,300,000					\$5,300,000	\$458,050	\$4,771,000	\$43,000	\$5,272,050	\$184,617	\$170,615	\$355,232	\$4,944,768	In Design
5	Main Street - \$1,500,000 allocated	\$1,500,000						\$1,500,000				\$0			\$0		On hold. Awaiting project designation.
6	Rotary Park Parking Lot (COMPLETE)	\$50,000						\$50,000		\$17,405		\$17,405	\$17,405		\$17,405	\$0	COMPLETE
7	Lakeside Park Pavillion (COMPLETE)	\$400,000						\$400,000		\$392,931		\$392,931	\$392,931		\$392,931	\$0	COMPLETE
8	Armstrong Park/Splashpad	\$2,250,000					\$750,000	\$3,000,000	\$236,800	\$2,810,713	\$8,400	\$3,055,913	\$615,917	\$2,508,569	\$3,124,487	-\$124,487	COMPLETE
9	Harrington Park - including Pavilion and Waterview bridge (Trails)	\$2,900,000						\$2,900,000	\$317,560	\$5,670,000		\$5,987,560	\$194,948		\$194,948	\$2,705,052	Design Complete. Awaiting direction on funds. Can be broken into 3 phases. There are enough funds for Phase 1 (Concessions and Restrooms); Phase 2 is parking lot/pavillion; Phase 3 is bridge connecting Waterview Park and Harrington
10	City-wide Trails	\$1,000,000						\$1,000,000		\$1,000,000		\$1,000,000	\$67,278		\$67,278	\$932,723	Project options given. Awaiting Council/Community direction.
TOTAL PROJECTS BUDGET		\$21,600,000						\$35,462,181	\$2,436,500	\$29,674,202	\$2,524,134	\$34,634,836	\$16,570,342	\$4,919,765	\$21,490,108	\$12,432,410	

ONE-TIME PROJECTS (FUND 041) AT MAY 31, 2024

DESCRIPTION		TOTAL PROJECT BUDGET	PY ACTUAL	FY 2024 YTD	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	PUBLIC SAFETY - P-25 COMPLIANT RADIOS	2,188,003	1,720,111	362,867	2,082,978	105,025	Project completed in May 2023. One more payment due to Motorola. Any remaining funds go toward spare radios and Fire Station 1 alert speakers
2	FIRE STATION CONSTRUCTION - Funds from prev 1x project remaining balance	1,007,736	2,329	181,602	183,931	823,805	Fire Station 1 Construction, IT, and ancillary expenses.
TOTAL ONE TIME PROJECT BUDGET		\$3,195,739	1,722,440	544,469	\$2,082,978	\$928,830	

DRAINAGE PROJECTS (FUND 015) AT MAY 31, 2024

Project and Vendor Information			Project Budget				Actuals				STATUS
DESCRIPTION		Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	
1	Ten Mile Creek - Erosion/Drainage	B&N (3220011) Stoic Const (2240298)	165,060	1,425,311		\$1,590,371	106,044	54,416	160,460	1,429,911	Construction Phase
2	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067)	5,000	95,128		\$100,128	2,340	97,342	99,682	446	In Construction
3	Swan Ridge - Birdwood	SYB Const (3230195)		264,260		\$264,260	195,682	54,318	250,000	14,260	Complete
4	Lakeside Park - Culvert	IEA (3230194)	45,190			\$45,190	39,430	-	39,430	5,760	Design Complete - Construction estimated FY 2025
5	Drainage Assessment - Master Plan/Study	unassigned				\$250,000				250,000	Not Started
6	Drainage Improvements - Bridges	unassigned				\$120,000				120,000	Not Started
7	Emergency Drainage 500 Blk Roundtop	Texas Standard (2240474)		23,871	1,145	\$25,016		23,871	23,871	\$1,145	Complete
TOTALS			215,250	1,784,699	0	\$2,394,965	\$343,496	\$229,947	\$573,443	\$1,821,522	

UTILITY CIP PROJECTS (FUND 017) AT MAY 31, 2024

Project and Vendor Information			Project Budget				Actuals				STATUS
DESCRIPTION		Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	
1	Swan Ridge (W/ Drainage + Streets)	Burgess/Niple (3210043) SYB Construction (3230182) - PO #2300480	55,485	1,540,773	47,139	\$1,643,397	886,493	769,294	\$ 1,655,787	\$ (12,390)	Substantially complete
2	Wren and Oriole Avenue Aerial	Dunaway (3210098) Texas Standard Const. (2240238)	70,035	1,209,137		\$1,279,172	58,518	1,038,875	\$ 1,097,392	\$ 181,780	In Construction
3	Danieldale Road Reconstruction (UT Portion)	Dunaway (3200023) Pavecon (3210057) Teams Consultants (2300161)	297,564	4,245,132	137,195	\$4,679,891	4,645,268	105,672	\$ 4,750,940	\$ (71,049)	Substantially Complete - Landscaping
4	Cedar Ridge Road Reconstruction (UT Portion)	Dunaway (3210094)	157,367	1,000,000		\$1,157,367	87,707	50,918	\$ 138,625	\$ 1,018,742	In Design
5	Summit Pump House - Rehab - Generator	Dunaway (3210099) Texan Electric Co. PO# 2240190	75,538	579,469		\$655,007	68,138	439	\$ 68,577	\$ 586,430	Construction Awarded 10-17-23
6	FY 22 Pipebursting	Vortex PO# 2300139		999,996		\$999,996	948,786		\$ 948,786	\$ 51,210	Ongoing
7	Danieldale Ground Storage	RJN (3200037) Nova (3210059)	312,386	2,260,137		\$2,572,523	2,365,945	145,021	\$ 2,510,967	\$ 61,556	Complete - Awaiting Final Invoice
8	North Main Pump - Chlorine Injector/Mixer	Dunaway (3210029)	48,624	208,116		\$256,740	40,814		\$ 40,814	\$ 215,926	Construction - Defferred to FY25
9	SCADA Replacement	Prime Controls (3230218) - PO# 2240146		480,000		\$480,000	-		\$ -	\$ 480,000	Awaiting ordered materials - Est completion 12/31/24
10	FY 23 Pipebursting	Vortex Turnkey (#2300478)		448,265		\$448,265	434,384		\$ 434,384	\$ 13,881	Ongoing
11	Softwood Sewer Aerial	Dunaway (3230100)	84,800	1,339,121		\$1,423,921	67,520	276,622	\$ 344,142	\$ 1,079,779	In Construction

UTILITY CIP PROJECTS (FUND 017) AT MAY 31, 2024

Project and Vendor Information			Project Budget				Actuals				STATUS
DESCRIPTION		Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	
12	Harrington Aerial - Stewart Branch	Dunaway (3230246)	76,560	897,695		\$974,255		56,800	\$ 56,800	\$ 917,455	Awarded 05/21/24 MTG
13	Lead Service Line Replacements Inventory	LJA Engineering (3230250)			207,000	\$207,000			\$ -	\$ 207,000	In progress
14	Beaver Creek - Pipebursting	Not Started		675,000		\$675,000			\$ -	\$ 675,000	Not Started
15	Loopline @ Fire Station	Not started	50,000			\$50,000	-		\$ -	\$ -	Moved to FY2025
16	Hill City - Steger	Burgess/Niple (3210095)	35,700			\$35,700	27,800		\$ 27,800	\$7,900	Moved to FY2025
17	Pressue Plan Valves - Vault	Not Started		120,000		\$120,000	-		\$ -	\$ 120,000	Moved to FY2025
18	Cockrell Hill Rd.	Criado & Associates (3210032)	128,468			\$128,468	114,394		\$ 114,394	\$14,074	Moved to FY2025
19	Siphon @ Wheatland	Not Started		250,000		\$250,000	-		\$ -	\$ 250,000	Moved to FY2025
TOTALS			1,392,527	16,252,841	391,334	\$18,036,701	\$9,745,766	\$2,443,642	\$12,189,408	\$5,797,293	

STREET AND SIDEWALK PROJECTS (FUND 020) AT MAY 31, 2024

Project and Vendor Information				Project Budget				Actuals				STATUS
DESCRIPTION		Vendor/Contract Notes	Project Account	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	
1	US 67 - Landscape + Monument Signage	Westwood Professionals (3200044, 3200161, 3210060) Team Consultants (PO# 2300150, 2220060)	PWST00014-2010000-708102 PWST00011-2010000-708102 OTPW00004 (Closed) PWST00002	269,045	172,546	12,740	\$454,331	274,013	167,446	441,458	\$12,872	COMPLETE
2	Swan Ridge Reconstruction (w/Utilities)	Burgess & Niples (3210043) SYB Construction (3230182)	PWST00009-2010000-708102	46,685	842,847		\$889,532	243,629	645,903	889,532	\$0	Substantially Complete as of 02/20/24. Final Invoice paid in April
3	Sidewalks Oriole Blvd. - includes CDBG Grant	Dunaway Associates (3210106)	PWST00013-2010000-708102	11,500	536,618		\$548,118	11,500	-	\$11,500	\$536,618	Council Approval 04/16/24 MTG
4	BNSF Main/Davis Sidewalks	IEA (3210079) BNSF Railway (3220119)	2010000-708102-ST325 PWST00012-DESIGN	26,825	60,885		\$87,710	62,937	24,773	87,710	\$0	COMPLETE
TOTALS							\$1,979,691	\$592,079	\$838,122	\$1,430,200	\$549,490	

ALLEY PROJECTS (FUND 025) AT MAY 31, 2024

Project and Vendor Information			Project Budget				Actuals				STATUS
DESCRIPTION		Vendor/Contract Notes	Design	Construction	Other	Total Project Budget	PYs Actual	FY2024 YTD	Life to Date Actuals	BUDGET REMAINING	
1	Cherry Street/Center Phase 1 - Reconstruction w/ Drainage	IEA (3210067) CCGMG (3230195)	64,817	339,369	16,000	\$420,186	50,739	311,116	361,855	58,331	In Construction
2	Cherry Street/Center Phase 2 - Reconstruction w/ Drainage	IEA (3230106)	94,582			\$94,582	64,216	21,963	86,179	8,403	In Design
TOTALS						\$514,768	\$114,955	\$333,079	\$448,034	\$66,734	

ARPA PROJECTS (FUND 758) AT MAY 31, 2024

NAME		PROJECT CATEGORY / FUNCTION	DESCRIPTION	PROJECT CODE	One Time Project ORG-OBJ		REQUESTED OR UPDATED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
1	Employee Premium Pay	Employee Premium Pay	Provide premium pay for city employees worked during the pandemic	75800001-600101:600120	41060001	700233		1,231,136		1,231,136		COMPLETE
2	New Ambulance	Revenue Loss - Public Safety	Ambulance due for replacement.	75800001-700885-ARPA2	41060001	708102		370,476		370,476		COMPLETE
3	Air Purification - Fire Apparatus	Revenue Loss - Public Safety	Install air purification equipment in Fire response vehicles to assist in mitigating spread of Covid-19	75800001-700230-ARPA4	41010001	700232		20,690		20,690		COMPLETE
4	Adverse Weather Equipment	Revenue Loss - Public Safety	Equipment such as batteries, small generator, etc for backup option to generator in an event of adverse weather, power outages.	75800001-700230-ARPA4	41060001	700450		4,685		4,685		COMPLETE
5	ESRI License	Revenue Loss - Public Safety	Update licensing for Fire Dept. Allows department mapping of Covid-19 hot spots in order for responders to be aware and better prepared when responding.	75800001-700441-ARPA4	41060001	700884		2,500		2,500		COMPLETE
6	SCBA Face Cleaners	Revenue Loss - Public Safety	Provide a cleaning system at each station. Ensures effective cleaning to remove carcinogens, dirt, and other residue on the face masks.	75800001-700230-ARPA4	41040001	700882		11,380		11,380		COMPLETE
7	Bunker Gear	Revenue Loss - Public Safety	To provide each firefighter a second set of gear in accordance with NFPA 1971. Providing a second set of gear allows a firefighter to change into a clean set after a fire while the initial set is being cleaned of carcinogens.	75800001-700230-ARPA4	41050001	700882		141,362		141,362		COMPLETE
8	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistently being updated. This service will keep policies up to date and ability to track the changes.	75800001-700450-ARPA4	41040001	700882		20,829		20,829		COMPLETE
9	SCBA Gear	Revenue Loss - Public Safety	New gear for responders.	75800001-700884-APRA4	41040001			276,022		276,022		COMPLETE
10	Library Carrals	Revenue Loss	Replace remaining Carrels. Library started replacing carrels with Cares Act funds in order to support distance learning for the community.	75800001-700230-ARPA4	41040001			18,620		18,620		COMPLETE
11	Axon Body Worn Cameras/Vest	Revenue Loss - Public Safety	Provide body worn cameras/vest to neighborhood, health inspections, marshal, and fire marshal. These positions either did not have one or used extras PD might have had. This enables staff to have protection and record of interactions with the community.	75800001-700450-ARPA4				70,869		70,869		COMPLETE
12	JAMAR Traffic Devices	Revenue Loss - Public Safety	Equipment to gather and analyze speeding and traffic data	75800001-700230-ARPA4				8,808		8,808		COMPLETE
13	Lexipol Subscriptions	Revenue Loss - Public Safety	State and Federal mandates are consistently being updated. This service will keep policies up to date and ability to track the changes.	75800001-700450-ARPA4				36,300		36,300		COMPLETE
14	Radar Trailers	Revenue Loss - Public Safety	Speed trailer to prompt speeding drivers to slow down.	75800001-700884-ARPA4				16,078		16,078		COMPLETE
15	Body Worn Cameras & System	Revenue Loss - Public Safety	Allows for a direct link to county DA to transfer evidence and case information electronically versus the burning DVDs and having to hand deliver to DA office. This will add great efficiency to the CID function as well as the Property and Evidence Tech time. The Michael Morton Act (MMA) of 2014 and now the Richard Miles Act forces the hand of police departments to quickly gather all sources of digital media and evidence in a case. What can be submitted through this portal must be done. The current vendor Watchguard has not been able to get this done so again the CID function has had to burn all of their data to DVDs for storage and disclosure.	75800001-700884-ARPA4				580,975		580,975		COMPLETE
16	Cellular Pump Stations	Water/Sewer Infrastructure	Replace 12 routers at pump stations for reliable communication back to SCADA system at Service Center	75800001-700232-ARPA4				13,945		13,945		COMPLETE
17	AED Replacements	Revenue Loss - Public Safety	Replace AED (Automated External Defibrillator) units around city facilities.	75800001-700230-ARPA4				26,620		26,620		COMPLETE
18	Fire Truck Blocking Apparatus	Revenue Loss - Public Safety	Duncanville share with Cedar Hill for blocking apparatus equipment. To be used for events and incidents requiring an apparatus to block traffic so other fire apparatuses can continued to be used.	75800001-700450-ARPA4				-	88,651	88,651	-	COMPLETE

ARPA PROJECTS (FUND 758) AT MAY 31, 2024

NAME		PROJECT CATEGORY / FUNCTION	DESCRIPTION	PROJECT CODE	One Time Project ORG-OBJ		REQUESTED OR UPDATED AMOUNT	PY ACTUAL	FY 2024	PROJECT TO DATE ACTUAL	TOTAL REMAINING BALANCE	PROJECT FINANCIAL STATUS
19	EDC - Business Grants	Economic Response	Grants for eligible Duncanville businesses for expenses incurred and revenue loss during the COVID-19 pandemic. Businesse must apply and maximum grant per applicant is \$15,000.	75800001-708503-ARPA1			700,000	421,287		421,287	-	COMPLETE
20	Emergency Generators/HVAC Replacements	Economic Response and Public Safety	Emergency Generator for Fire Station 271, HVAC and roof replacement at 103. E Wheatland Rd. building	75800001-700884-ARPA2			409,686		385,593	385,593	-	COMPLETE
21	Outdoor Fitness Equipment	Revenue Loss	Outdoor fitness equipment at Armstrong Park and Quail Run	75800001-700884-ARPA4			350,000	249,388	80,218	329,606	8,400	COMPLETE
22	Fitness Room Expansion	Revenue Loss	Expand the fitness room at the Recreation Center. It includes combining the fitness room with the room next door allowing for additional space and updated equipment to meet the needs of members and attract new members to the center.	75800001-700230-ARPA4			205,000	-		-	-	Reallocate Funds to Fire Station
23	Dog Park	Revenue Loss	Install a dog park at Rotary Park. Also includes parking.	75800001-700450-ARPA4			75,000	-		-	75,000	In Progress
24	Flock Cameras	Revenue Loss - Public Safety	Leveraging technology for Police staff. Helps police investigate crimes with capturing license plates and vehicle characteristics.	75800001-700230-ARPA4			17,100	9,600	7,500	17,100	-	COMPLETE
25	Utilities Project	Water/Sewer Infrastructure	Replace sewer aerial line.	75800001-708102-ARPA4			500,000	-		-	500,000	Awaiting Facility Assessment - Possible reallocation
26	IT equipment, cameras, network, backbone, VDI, Traffic Service Upgrades	Revenue Loss - Public Safety	Upgrade and relocate traffic operations servers to Service Center. Replace network fiber. Project cost to replace servers and network backbone, replace outdated network infrastructure, and virtual desktops started with Cares Act funds.	75800001-700232-ARPA4			150,000	36,425	104,143	140,568	9,432	
27	IT ERP Re-implementations/Upgrades	Revenue Loss	Projected cost to implement remaining MUNIS applications, Energov (Inspections & Code) and EAM (Asset Management) for inventory and asset management. Cost includes training with MUNIS staff. Additionally once implemented it will reduce general fund expenditures paying for two systems. Projected cost for upgrade and training for MUNIS Financials and Human Capital (Personnel) modules	75800001-700232-ARPA4			246,490	-	21,300	21,300	225,190	Reimplementation of Energov and Purchase of Court System approved - Purchase Order issued.
28	Library Programs	Digital Literacy	Digital Literacy and other library programs - instructor and projected advertisement and supply cost.	75800001-700442-ARPA3			70,000	-		-	70,000	Library finalizing details
29	City Hall Lobby - Customer Service area	Revenue Loss	Convert City Hall lobby to a Customer Service front desk. Includes displays, desk, IT infrastructure to operate computer at the desk, and sun blocking panels.	75800001-700450-ARPA4			50,000	36,718		36,718	44,126	Sun panels remaining, customer service lobby area
30	Fire Station 1 - Construction and IT	Revenue Loss - Public Safety	Complete construction of new Fire Station, with timing of Covid-19, supply shortages, escalated cost of construction and materials, cost to complete nearly doubled.	75800001-708102-ARPA4			4,000,000	2,685,471	698,217	3,383,688	616,312	Substantially Complete March
TOTAL							\$6,773,276	6,290,184	1,385,622	\$7,675,805	\$1,548,460	
											9,224,265	Balance + Actual to Date